



# KEEP YOUR CHURCH OUT OF COURT SEM INAR



Including material adapted from “Church Legal Matters Overview” by Michael Best  
and “The Top 5 Reasons Churches Go to Court” by Matthew Branaugh  
and Church Law & Tax

Additional documents, policies, administrative forms and section content by Tim Spencer

Workbook downloads and resources available at  
**[KeepYourChurchOutOfCourt.com](http://KeepYourChurchOutOfCourt.com)**

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# KEEP YOUR CHURCH OUT OF COURT



## SEMINAR

**Disclaimer: This notebook and seminar does NOT constitute legal advice.**

Our Goal for “Keep Your Church Out of Court”:

- Provide an overview of important legal issues and litigation risks.
- Summarize the top 5 reasons churches go to court.
- Consider 5 key areas for mitigating lawsuit risk.
- Provide resources for more information.

“Keep Your Church Out of Court” presents a summary of legal issues with a view towards real-world application. The seminar content is:

- Organized by key areas of law/litigation
- Presented as a two-hour overview of general church legal issues
- Arranged in eight sections:
  - Section 1 – Legal Summary
  - Section 2 – Reasons Churches Go to Court by Church Law & Tax
  - Section 3 – Abuse Prevention
  - Section 4 – Liability & Personal Injury Lawsuits
  - Section 5 – Insurance Coverage Disputes
  - Section 6 – Facilities, Weddings & Funerals
  - Section 7 – Constitution/Bylaws & Administration
  - Section 8 – Reference

**Administration and Law** – Recognize that administration exists to facilitate:

- Ministry
- Gospel Impact
- The Great Commission

**The application of the law is just another tool to facilitate (or impede) effective ministry.**





**KEEP YOUR  
CHURCH  
OUT OF  
COURT**   
**SEMINAR**

**Section 1**  
**Legal Summary**



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**Section 1**

**Legal Summary**

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 “Internship Programs Under the Fair Labor Standards Act” (Fact Sheet #71) .....27  
 by U.S. Department of Labor



## Section 1 Outline Legal Summary

“Church Legal Matters Overview” by Michael Best\* ..... 11

### Corporate (Transactions & Governance)

- 501(c)(3) Subsidiaries – Consider subsidiary governance, boards, property and tax IDs.
- Corporate Governance Structure – See Section 7
  - How are important decisions made?
  - Does this mirror the organization’s constitution and bylaws?
  - Bylaw-defined roles for Lead Pastor, Church Staff, Deacons, Committees and Trustees should be found here.
  - **Follow your governing documents. Not following these documents may constitute grounds for litigation.**

### Marriage/Gender Identity Views – See Section 6

- Doctrinal Statements are foundational, but may not be enough.
- Answer the questions: Who can be married at my church?  
What marriages may pastors at my church officiate?
- Marriage Definition – Define biblical marriage.
- Other Factors – Counseling, Covenant Marriage

### Waivers of Liability – See Section 4

- It’s important to recognize that lawsuits can occur at any time and for any reason.
- Waivers simply mitigate risk and deter potential lawsuits.

### Membership – See Section 7

- Because church membership typically confers special privileges, it is an important milestone.
- In most churches, members can: Serve in leadership, serve on committees, become a deacon, have a marriage ceremony, vote on church business, etc.
- Answer the question: Who can become a member?
- Define a Church Discipline Process in your bylaws.

### Commercial Real Estate

- Real Estate Transactions
- Land Use and Zoning



### Intellectual Property

- Licensing (CCLI/CVLI)
- Streaming and Social Media Content
- Data Privacy and Data Breaches

### Employment Law

- Personnel Policy and Handbook
- Employee Classification
  - FLSA Classification Tree for Churches and Other Religious Organizations..... 19
  - Licensing, Ordination, Commissioning..... 21
  - Ministerial Recognitions Q&A..... 23
- Background Checks and Drug Screenings
- Housing Allowances – A Minister’s Housing Allowance is designated as the lesser of: The amount actually used to provide a home, the amount officially designated as a rental allowance, or the fair rental value of the home, including furnishings, utilities, garage, etc.
  - Housing Allowance Computation\* ..... 25
- Residency Program and Interns – Be sure to follow Labor Department rules for employee/intern classification, compensation and work hours.
  - “Internship Programs Under the Fair Labor Standards Act” ..... 27  
(Fact Sheet #71) by U.S. Department of Labor\*

### Other General Legal Issues

- Financial Policy
- Church Discipline
- Security and Safety

\* Document Attached



**CHURCH LEGAL MATTERS OVERVIEW**

No.	Legal Issue	Feedback/Recommendation
<b>CORPORATE (TRANSACTIONS AND GOVERNANCE)</b>		
1	Is the church one legal entity or broken into subsidiaries or brother-sister entities (e.g., for different campuses and/or ministries of the church such as a medical clinic, food pantry, etc.)? Does a 501(c)(3) letter exist?	
2	Is the church a part of a broader national or international organization or denomination? Explore weekly attendance and plans for the future.	
3	Describe the church's corporate governance structure and governing documents (elder, deacons, officers, executive team, congregational approval required for certain things, etc.). Discuss attendance at church conference and board/elder meetings, as well as ensuring that the church is following proper corporate formalities and compliance with church constitution and/or bylaws (quorum, notice, voting thresholds and manner of voting, etc.). Discuss minutes and importance thereof. Discuss D&O insurance.	
4	Discuss marriage/gender identity views, sanctity of life, other social stances that are codified in the church's governing documents, if any. Addressing these issues in governing documents can reduce the likelihood of disputes and mitigate the intensity of those disputes when they occur. Examples include employment disputes, facilities use (weddings, celebrations), youth group participation, and the like.	
5	Discuss usage of waivers for participation for various events (volunteers, mission trips, youth activities, etc.). Are the waivers implemented ad-hoc (event based) or are waivers systematized as part of new member orientation or volunteer opportunities?	
6	Discuss new member and new volunteer paperwork. Key concepts include: Statement of Faith acknowledgement, church discipline, giving, waiver of claims, data privacy, likeness release for pictures/video marketing, brand ambassador of the church, confidentiality, ministry specific items (for volunteers), concealed carry, intellectual property, privilege/confidentiality, reporting requirements, dispute resolution, etc.	
7	How does the church generally engage with vendors (book-keeping, janitorial, landscaping, handy work, service providers, etc.)? Does the church have a template vendor contract form that it uses regularly that protects the church (vendor will have insurance, vendor will indemnify the church for negligent actions, confidentiality, robust representations and warranties from the vendor, intellectual property, dispute resolution provisions favorable to the church, etc.)?  Discuss potential conflicts of interest and best practices, as well as risks to elders/board/officers for fiduciary duty violations – duty of loyalty issue for board member with dual interests, and duty of care issue for others who allow it to happen. Discuss members as vendors.	
8	Discuss debt and banking relationships (discuss PPP loan/program). Discuss balance sheet and annual operating budget.	
9	Discuss unrelated business income. Discuss IRS controversy and tax representation work. Paying any UBIT currently? Are financials audited or reviewed?	

No.	Legal Issue	Feedback/Recommendation
10	Discuss campus and church acquisitions (i.e., history, confidentiality, corporate governance hurdles, potential liabilities/structure, real estate component, governmental and landlord consents, due diligence checklist, etc.).	
11	Does the church use a template confidentiality or non-disclosure agreement for joint venture, growth opportunities, pre-vendor RFP, or any scenario where the church is divulging sensitive information to a third party? Unilateral and reciprocal. Discuss email disclaimers.	
12	Discuss document retention and contract management. Is there a policy and if so it is regularly communicated and adhered to? Discuss contractual signing authority (signature/authority matrix). With respect to execution, who currently has signature authority? Who actually signs? Who decides?	
<b>COMMERCIAL REAL ESTATE</b>		
13	Does the church have rented or owned facilities? Are there multiple locations? What are the plans? Are there separate real estate subsidiaries? Discuss real estate related transactions (buying or selling, leasing, financing, refinancing, etc.)?	
14	Does the church allow groups to use the space? If so, on what terms? Discuss the importance of a Facility Use Agreement (i.e., indemnification, rules and regulations, insurance coverage/additional insured, confidentiality, values/mission alignment, etc.).	
15	Discuss any tax issues related to any owned real property (exemptions for real estate are generally based upon active religious use on a date certain).	
16	Discuss land use and zoning. Discuss eminent domain, restrictive covenants, adverse possession, and any relevant real property disputes.	
17	<p>Discuss cemeteries and playgrounds. Discuss premises liability categories – brief overview, duties to trespassers, attractive nuisance.</p> <ul style="list-style-type: none"> <li>- Discuss the “bouncy house” problem – balancing the tension between outreach events with low barriers to participation with the protective component of stewardship responsibility.</li> <li>- Discuss removing individuals from the premises (i.e., de-escalation verbally, physical removal, who, how, etc.).</li> </ul>	
<b>INTELLECTUAL PROPERTY</b>		
18	Does the church (or should the church) have any trademarks? Discuss common law and federal registrations (name of church, ministry, logos, slogans, and combinations and variations thereof).	
19	Does the church have an Intellectual Property Policy (who owns sermons created or songs written)? Are there licensing or royalty agreements? Is intellectual property adequately addressed in employee handbook or employment agreements? Use of church assets (supplies, equipment, personnel), outside of scope of employment on church time or no?	
20	Discuss CCL/CVLI License and streaming services via internet.	
21	Discuss social media content, guest speakers and copyrights. Who owns the website?	
22	Discuss Terms and Conditions of Use/Privacy Policy (addressing terms like waivers, dispute resolution, intellectual property/ownership of web content, copyright dispute resolution mechanism/notice, use of information submitted by users, prohibited activities, disclaimers, etc.). Discuss Wi-Fi terms/conditions (guest and employees).	

No.	Legal Issue	Feedback/Recommendation
	<p><u>Key Concepts/Terms and Conditions of Use</u></p> <ul style="list-style-type: none"> <li>- Copyright protection</li> <li>- Limitation of liability</li> <li>- Disclaimers</li> <li>- Dispute resolution</li> <li>- Authorized and unauthorized use of the website</li> <li>- Prohibited activities</li> <li>- Representations/Covenants of users (viruses, etc.)</li> </ul> <p><u>Key Concepts/Privacy Policy</u></p> <ul style="list-style-type: none"> <li>- Generally required by law if collect or use any personal information from users</li> <li>- Inform users about your collection and use</li> <li>- Procure authorization</li> </ul>	
23	<p>Discuss data privacy and use/storage/disposal of member and employee information. Discuss giving/donors and storage of information. Discuss the prevalence of data breach.</p>	
<b>EMPLOYMENT LAW</b>		
24	<p>Discuss employee policies. Is there a handbook? When was the last time it was updated and/or reviewed by legal counsel?</p> <ul style="list-style-type: none"> <li>• Reference Statement of Faith (require adherence/membership)</li> <li>• Dispute resolution (perhaps under religious principles)</li> <li>• Conflict of interests (disclosed)</li> <li>• Image Likeness (photos/videos, etc.)</li> <li>• Brand Ambassador/Core Values</li> <li>• Confidentiality</li> <li>• Intellectual Property Ownership</li> <li>• Authorization of Background Checks/Drug and Alcohol Screenings</li> <li>• Social Media Policy</li> <li>• Compensation and Benefits/TBD by Employer</li> <li>• Pay Policies</li> <li>• Leave and Time Off</li> <li>• Performance Reviews</li> <li>• Commitment to Growth/Flexibility/Teamwork Mentality</li> <li>• Whistleblower Section/Harassment</li> </ul>	

No.	Legal Issue	Feedback/Recommendation
	<ul style="list-style-type: none"> <li>• Remote Work/Device Usage Policy (BYOD v. Company Owned)</li> <li>• Equal opportunity employer (how aligns with views on marriage?)</li> <li>• Sexual Abuse/Reporting</li> <li>• Concealed Carry/Security</li> <li>• Facility Usage</li> <li>• Politics/Tax Exempt Status</li> <li>• Document Retention</li> <li>• Catch-All Compliance with other employer guidelines, handbooks, policies, directives</li> <li>• At-will status</li> <li>• Exclusivity/No Moonlighting?</li> <li>• Benefits</li> </ul>	
25	<p>Discuss classification issues (W-2 versus 1099; discuss childcare workers and musicians; factors: control (when/where), equipment, indefinite time, other work and independent business judgment, key aspect of organization, training and instruction, does worker make investments, higher v. lower level skill, who sets the hours, etc.).</p>	
26	<p>Discuss wage and hour practices (exempt/non-exempt, i.e., salary threshold + “Executive, Administrative, Learned Professional/Creative Professional, Computer Employee, or Outside Sales Employee”). The key difference between exempt and non-exempt employees is that non-exempt workers are entitled to certain protections under the Fair Labor Standards Act, a federal law that sets minimum wage and overtime requirements. And although the FLSA has evolved since its passage in 1938, one thing remains the same – employers must classify their employees correctly or risk costly compliance violations.</p>	
27	<p>Does the organization use background checks and drug and alcohol screenings (i.e., employees, volunteers (all or some), renewals, permission, reference checks, etc.)?</p> <ul style="list-style-type: none"> <li>- Consider categories w/r/t background check results - working with minors, drivers, working with money, general.</li> <li>- Consider tracking by volunteer coordinators as well (esp. for multi-site churches).</li> <li>- Also discuss (i) timing for how often background checks are re-run, and (ii) whether references are checked in addition to the background check.</li> <li>- Credit checks/reference checks</li> </ul>	
28	<p>Discuss employee/minor policies (background checks, location, no adult alone with a child, texting with minors, bathroom policies/hallway, etc.).</p>	
29	<p>Discuss Title VII of the Civil Rights Act of 1964 (prohibits employment discrimination based on race, color, religion, sex and national origin), the ministerial exception under the Constitution, the statutory Title VII exception and recent cases, etc. Discuss the importance of regular performance reviews, objective feedback, more than one person making hiring/firing decisions, diversity training, etc.</p>	
30	<p>Discuss housing allowances; discuss benefits/retirement plans (i.e., a 403(b)(9) plan is a defined contribution plan geared towards the distinctive needs of evangelical churches or church organizations. Unlike typical 403(b) plans, the 403(b)(9) plan is not subject to ERISA requirements. In addition, this plan offers special distribution methods for retired ministers).</p>	

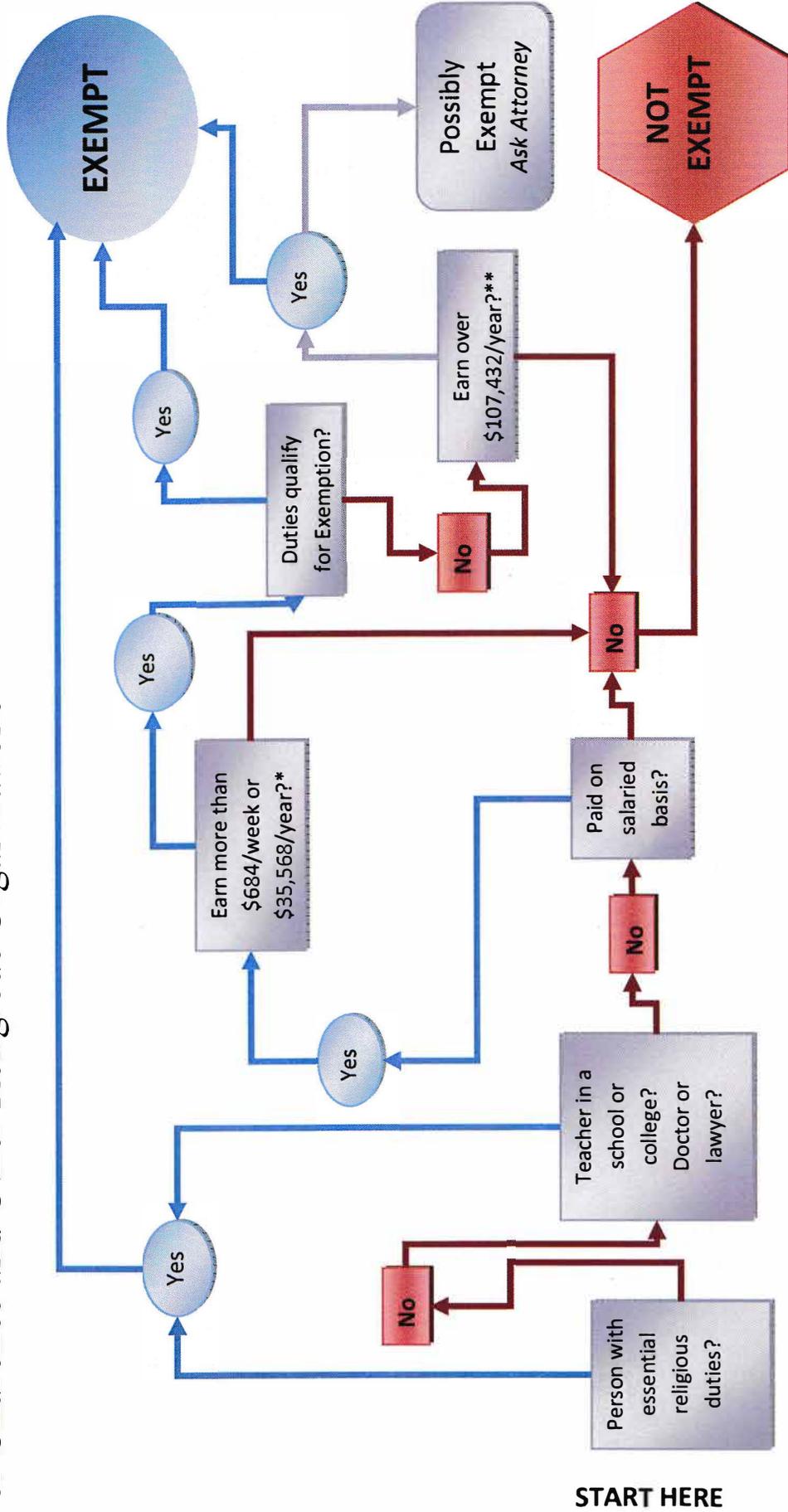
No.	Legal Issue	Feedback/Recommendation
31	Discuss interns (paid versus non-paid, paperwork, etc.).	
32	Discuss offer letters and employment agreements. Discuss job descriptions (and the importance thereof).	
33	<p>Does the organization use severance agreements with terminated employees that include a release and are age appropriate? Discuss importance of a severance agreement (i.e., release of claims, non-disparagement and confidentiality provisions, standard fare in business world versus church context, usually no set rule on weeks of pay, etc.).</p> <ul style="list-style-type: none"> <li>- Does the Church participate in an unemployment insurance program, either voluntarily with a state program or through private insurance? Many churches do not have any unemployment insurance and only find out when they terminate someone – who has no “transition period”.</li> <li>- Absent a severance policy or severance agreement, an attempt at a merciful transition attempt can create more problems. Payments to a former insider after they leave employment begin to look like “private inurement” or “private benefit” transactions contrary to IRS rules.</li> </ul>	
<b><u>OTHER GENERAL LEGAL ISSUES</u></b>		
34	<p>Discuss financial policies.</p> <ul style="list-style-type: none"> <li>- How money is handled, checks, cash, online, credit card expenditures (reconciliation/oversight); dual layer of personnel review, etc.</li> <li>- Discuss benevolence policies (diverse authority, criteria, no conflicts/inside deadline, no large amounts, payroll exposure, etc.).</li> <li>- Discuss designated gifts (honoring intent, choice, and possible tax/gift tax implications for personnel designations).</li> <li>- Discuss donor acceptance policies.</li> <li>- Does the church have an <b>investment policy</b>? General approach: (1) investment committee, (2) separate key functions, (3) adopt an investment policy. Discuss key elements of approach and policy: (a) standards for diversification/risk tolerance, (b) Board (and perhaps congregation) input, (c) fiduciary duties: care, loyalty, obedience, (d) donor confidence, (e) transparency &amp; accountability, (f) impact investing, (g) decision-making thresholds.</li> </ul>	
35	Discuss automobiles.	
36	Discuss clergy privilege (expectations of confidentiality).	
37	Discuss the church’s role in politics (may impact tax exempt status). May not participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office.	
38	Discuss lawsuits on behalf of the church (rare but sometimes necessary). Defend the church against claims by plaintiffs (personal injury, employment issues, negligence, sexual abuse, construction, real estate, contracts, etc.). Discuss the importance of dispute resolution provisions (not public record, religious principals, locale, etc.).	
39	Does the church enter into release agreements with plaintiffs related to claims for small potential liabilities (slip and fall, injuries, accusations, etc.)?	

No.	Legal Issue	Feedback/Recommendation
40	<p>Discuss responding to alleged abuse allegations and reporting requirements. Sexual abuse allegations are the number one topic where churches are sued (statistics show this, plus our anecdotal observation). Discuss importance of tight policies, training, operations, cameras, and insurance, etc. Claims are typically based on negligent clearance/selection, retention, supervision of the alleged perpetrator. Caring for the alleged accused, the alleged abused, reporting requirements, internal and external communications, etc.</p>	
41	<p>Is there use of church discipline and where is that memorialized (Bylaws, member/volunteer terms, etc.)?</p>	
42	<p>Discuss counseling paperwork (legal structure, terms for participants, terms for work-force, licensure, etc.). Terms with participants include:</p> <ul style="list-style-type: none"> <li>- “Counseling” means “Biblical counseling” or “Gospel-based counseling”</li> <li>- Disclaiming official licensure/medical standards</li> <li>- Expectations of participant</li> <li>- Assumption of risk/Waiver of claims</li> <li>- General waiver</li> <li>- Confidentiality and appropriate carve outs (abuse, violence, suicide, etc.)</li> <li>- Dispute resolution (Biblically based mediation)</li> </ul>	
43	<p>Discuss security as a high-level concept.</p> <ul style="list-style-type: none"> <li>- Teams (internal or external)</li> <li>- Uniformed or not, police presence</li> <li>- Training and policies/accountability/sign off?; outside or inside?</li> <li>- Background checks</li> <li>- Cameras</li> <li>- Active shooter policies</li> <li>- Position on concealed weapons</li> <li>- Insurance</li> <li>- Vendor recommendations</li> </ul>	
44	<p>Member/Attendee Issues:</p> <ul style="list-style-type: none"> <li>- Discuss medical or response teams/clinics, etc. Discuss CPR and AED (cardiopulmonary resuscitation <i>and</i> automated external defibrillator).</li> <li>- Discuss service animals. Have any members/attendees brought in pets that are not “real” service animals?</li> </ul>	
45	<p>Discuss insurance policies. Have the policies been evaluated in the near term? Legal, insurance, and operations are a three-legged stool.. Do elders and pastors have outside activities’ coverage (D&amp;O for those organizations?). Common issues include: coverage and exclusions, prompt notification, misrepresentations on the application, etc.</p> <ul style="list-style-type: none"> <li>- Director &amp; Officers Coverage</li> <li>- Abuse &amp; Molestation</li> <li>- Umbrella</li> </ul>	

No.	Legal Issue	Feedback/Recommendation
	<ul style="list-style-type: none"> <li>- Property/Facility Use</li> <li>- Cyber-Insurance</li> <li>- Employee Dishonesty (Crime and Fidelity)</li> <li>- Employment Claims (Employment Practices Liability)</li> <li>- Missionary and International Travel</li> <li>- Auto Liability (Hired and Non-Owned)</li> <li>- General Liability</li> <li>- Pastor Care/Personal Counseling/Care</li> <li>- Terrorist/Active Shooter Insurance</li> <li>- Pollution</li> <li>- Key Man (Person)</li> <li>- Flood/Earthquake</li> <li>- Workers' Compensation</li> </ul>	
46	Discuss international and state by state exposure (strategy, compliance, etc.). Discuss missionaries and immigration issues.	
47	Discuss key vendors (i.e., bankers, insurance, commercial real estate brokers, accountants, public relations, human resources, strategic planning, digital marketing, etc.).	
48	<p>Discuss succession planning (i.e., continuity/day to day decisions, emergency management, who/committee/leadership development, day to day decisions, insurance solutions (for pastor and church), proactive planning (role and compensation), etc.).</p> <p>Discuss estate planning for executive leadership team, employees and members.</p> <p>Discuss sabbatical policies (how long, tenure, payment of expenses (tax impact), required objectives, cut off access, payback if leave, etc.).</p>	
49	Discuss Michael Best Strategies and Consulting (lobbying, religious freedom, PR/communications, fractional XP resources, etc.).	
50	Discuss operating budget and statistics on legal spend/risk management. What is the church's fiscal year?	



# FLSA Classification Decision Tree For Churches and Other Religious Organizations



**Current Standard Salary Levels**

\* \$684/week or \$35,568/year (minimum salary requirement)

\*\* \$107,432/year (highly compensated minimum salary requirement)

**Disclaimer:**

This chart does not cover every permutation or consideration for classifying employees under the FLSA. It focuses only on the circumstances and decision points most commonly found at churches and religious organizations. This chart is legal information only, and cannot replace advice from your own qualified legal counsel.



# FIRST WEST | Licensing, Ordination, Commissioning

First West will license, ordain and commission individuals for ministry in accordance with the church's Constitution and Bylaws and Statement of Faith. Bylaw Article III states that licensing, ordination and commissioning: "...shall be under the authority of the church and the joint leadership of the Lead Pastor and the Deacon Fellowship." First West defines the purpose and procedure for these items as follows:

## Licensing

**Purpose.** To be granted to those who are responding to God's call on their life into full-time Pastoral ministry. This will be done as a precursor to ordination and would be viewed as a type of "Pastor in training." It may also be granted to one who requires certification to accomplish the work of ministry; i.e. prison chaplaincy, preaching opportunities when pursuing full-time ministry positions.

**Procedure.** Recommendation made to the Lead Pastor's office. The Lead Pastor and his assigned representative(s) will meet with the candidate to hear testimony and God's call into ministry. When licensing an individual, the church is giving their endorsement for the individual to preach. The Lead Pastor will then make a recommendation as to whether to bring the candidate's name before the Deacon Fellowship for a vote of affirmation. It will take Deacon Fellowship action to grant a license to preach.

## Pastoral Ordination

**Purpose.** To be granted to those who are in, or being called to, full-time Pastoral Ministry. Pastoral ordination may be granted to one who requires ordination to pursue an immediate full-time position. It may also be granted to one who is a Bi-vocational Pastor.

**Procedure.** Request made to the Lead Pastor's office. Once the Lead Pastor determines pastoral ordination is appropriate, he will ask for an ordination council to be convened for the purpose of hearing testimony, God's call into ministry and knowledge of Bible doctrine and practices. The council will then make recommendation as to whether to bring the candidate before the Deacon Fellowship for a vote of affirmation. It will take Deacon Fellowship action to grant ordination.

## Commissioning

**Purpose.** To be granted to those who are in full-time ministry and/or positions other than Pastoral Ministry; i.e. missionaries, women or men in leadership ministry roles. The commission will allow the individual to perform sacerdotal (ministerial) duties in certain situations.

**Procedure.** Recommendation made to the Lead Pastor's office. The Lead Pastor and his assigned representative(s) will meet with the candidate to hear testimony and God's call into ministry. The Lead Pastor will then make a recommendation as to whether to bring the candidate's name before the Deacon Fellowship for a vote of affirmation. It will take Deacon Fellowship action to grant a commission.

## Recognizing Other Church Certificates

First West will consider licenses, ordination certificates and commissions given by other churches who share common theology, beliefs and faith traditions to our own. The Lead Pastor and Senior Lead Team will make a final determination to accept or reject certifications provided by other churches.



# FIRST WEST | Ministerial Recognitions Q&A

## **Why Have a Policy?**

The purpose of the church's Licensing, Ordination and Commissioning document is to provide written clarity on the circumstances under which each calling will be confirmed. We also believe it's important to outline the general process we will follow to confer each recognition.

## **What Is Licensing?**

We believe that licensing is specifically attached to those called to gospel ministry and preaching. This will usually happen soon after a person is called to preach or pastor as a precursor to ordination. While this is usually a call to full-time ministry, a person will often be licensed before they have actually stepped in to a full-time vocational role at a church or ministry. Some who are licensed and ordained remain in part-time roles for their entire ministry (E.g. Bi-vocational Pastors).

## **What is Pastoral Ordination?**

Pastoral ordination (to be differentiated from deacon ordination) will most often be granted to a licensed minister who requires ordination to pursue an immediate full-time pastoring or preaching position. It may also be granted to one who is a Bi-vocational (part-time) Pastor.

Pastoral ordination is the only ministerial recognition requiring a council. Once the Lead Pastor determines pastoral ordination is appropriate, he will ask for an ordination council to be convened for the purpose of hearing testimony, God's call into ministry and knowledge of Bible doctrine and practices.

## **What Is Commissioning?**

We believe that commissioning is akin to licensing, and that it is conferred in situations where the person called to ministry will not preach or pastor. Since the role of pastor in Scripture is that of an elder, we believe that this role is limited to males who exhibit a clear calling to that specific ministry role.

## **Which Recognition is More Significant?**

Every recognition is important because an individual's call to vocational ministry is affirmed and recognized. We believe that each recognition—licensing, ordination and commissioning—is different and will be applied in different circumstances to recognize God's specific call to ministry among his people.

## **How Are Individuals Recognized?**

First West will license, ordain and commission individuals for ministry in accordance with the church's Constitution and Bylaws and Statement of Faith. Bylaw Article III states that licensing, ordination and commissioning: "...shall be under the authority of the church and the joint leadership of the Lead Pastor and the Deacon Fellowship" (Bylaws, First Baptist Church of West Monroe, LA).

The Deacon Fellowship, acting on behalf of the church, will vote to license, ordain or commission an individual.

**What About Ministerial Recognitions from Other Churches?**

We don't automatically accept licensing, ordination or commissioning recognitions from other churches. This position is a safeguard for the church and its theological position. We will consider licenses, ordination certificates and commissions given by other churches who share common theology, beliefs and faith traditions to our own. The Lead Pastor and Senior Lead Team will make a final determination to accept or reject certifications provided by other churches.

**What Is a Minister?**

Every member and leader of the church is a minister. Some of us have experienced a vocational calling to serve Jesus and His church. This group includes Pastors and Ministers who serve on our Staff Team.

The IRS defines ministers this way: "Ministers are individuals who are duly ordained, commissioned, or licensed by a religious body constituting a church or church denomination. Ministers have the authority to conduct religious worship, perform sacerdotal functions, and administer ordinances or sacraments according to the prescribed tenets and practices of that church or denomination" (IRS Publication 517, p. 4).

**Are Ministerial Recognitions Limited to Full-Time Employees?**

Both full and part-time employees qualify to be licensed, ordained or commissioned. With regard to the housing allowance, it cannot exceed the reasonable compensation for the minister's services, but can be 100% of the minister's compensation, especially if the minister is part-time, has a very small congregation, or has another source of income (Warren vs. Commissioner, No. 00-71217, Decided: August 26, 2002).

**How Are Housing Allowances Processed?**

To qualify as an excludable housing allowance, the amount must be officially designated in advance of payment. This amount must be specified in the minister's employment contract, the church minutes, the church budget, or any other officially-written document, indicating an official action had been taken. The housing allowance must be paid every year. Unless the designation is set as a permanent amount, the church must repeat this process and establish this allowance each and every year for all qualified ministers ("Housing Allowance" by Summit Accounting Group, p. 1).

## Housing Allowance Computation

For Calendar Year 2025

Minister's Name _____	Date Prepared _____	
Explanation & Descriptions	Fair Rental Value	Actual Expenses
A. <b>Rent or Home Purchase Payments</b> INCLUDES: down payments, mortgage principal and interest payments, property taxes and home insurance EXCLUDES: home equity/personal loan payments, secured by a mortgage where loan proceeds were used for non-housing related purposes		
B. <b>Utilities</b> (gas, electricity, water, heat, garbage, etc.)		
C. <b>Telephone</b> (exclude long distance calls)		
D. <b>Repairs and Maintenance</b> (to house, lawn, pool, etc.)		
E. <b>Furnishings</b> (and home improvements)		
F. <b>Garage</b>		
G. <b>Small Household Purchases</b> (cleaning supplies, light bulbs, AC filters, etc.)		
H. <b>Other Allowable Housing Expenses</b> (pest control, gardening services, homeowner association dues, etc.) ~ Specify Others:  _____		
I. <b>Column Totals</b>	\$0.00	\$0.00
J. <b>Amount Requested for Officially Designated Housing Allowance</b> (lesser of columns L or M)		

**IRS Publication 517**

**IRS Publication 517 (2015) describes how a minister's housing allowance should be determined (pp. 9-10):**

**"Home ownership.** If you own your home and you receive as part of your salary a housing or rental allowance, you may exclude from gross income the smallest of:

- The amount actually used to provide a home,
- The amount officially designated as a rental allowance, or
- The fair rental value of the home, including furnishings, utilities, garage, etc.

**Excess rental allowance.** You must include in gross income the amount of any rental allowance that is more than the smallest of:

- Your reasonable salary,
- The fair rental value of the home plus utilities, or
- The amount actually used to provide a home."

**Church Business Office Information**

Date Residence Purchased by Minister \_\_\_\_\_ (if applicable)

Present Fair Market Value of Residence \_\_\_\_\_ (if applicable)

Minister's Signature \_\_\_\_\_ Date \_\_\_\_\_

Personnel Committee Signature \_\_\_\_\_ Date \_\_\_\_\_





**WAGE AND HOUR DIVISION**  
UNITED STATES DEPARTMENT OF LABOR

# Fact Sheet #71: Internship Programs Under The Fair Labor Standards Act

Updated January 2018

This fact sheet provides general information to help determine whether interns and students working for “for-profit” employers are entitled to minimum wages and overtime pay under the Fair Labor Standards Act (FLSA).<sup>1</sup>

## Background

The FLSA requires “for-profit” employers to pay employees for their work. Interns and students, however, may not be “employees” under the FLSA—in which case the FLSA does not require compensation for their work.

## The Test for Unpaid Interns and Students

Courts have used the “primary beneficiary test” to determine whether an intern or student is, in fact, an employee under the FLSA.<sup>2</sup> In short, this test allows courts to examine the “economic reality” of the intern-employer relationship to determine which party is the “primary beneficiary” of the relationship. Courts have identified the following seven factors as part of the test:

1. The extent to which the intern and the employer clearly understand that there is no expectation of compensation. Any promise of compensation, express or implied, suggests that the intern is an employee—and vice versa.
2. The extent to which the internship provides training that would be similar to that which would be given in an educational environment, including the clinical and other hands-on training provided by educational institutions.
3. The extent to which the internship is tied to the intern’s formal education program by integrated coursework or the receipt of academic credit.
4. The extent to which the internship accommodates the intern’s academic commitments by corresponding to the academic calendar.
5. The extent to which the internship’s duration is limited to the period in which the internship provides the intern with beneficial learning.
6. The extent to which the intern’s work complements, rather than displaces, the work of paid employees while providing significant educational benefits to the intern.
7. The extent to which the intern and the employer understand that the internship is conducted without entitlement to a paid job at the conclusion of the internship.

Courts have described the “primary beneficiary test” as a flexible test, and no single factor is determinative. Accordingly, whether an intern or student is an employee under the FLSA necessarily depends on the unique circumstances of each case.

If analysis of these circumstances reveals that an intern or student is actually an employee, then he or she is entitled to both minimum wage and overtime pay under the FLSA. On the other hand, if the analysis confirms that the intern or student is not an employee, then he or she is not entitled to either minimum wage or overtime pay under the FLSA.

## Footnotes

1 - The FLSA exempts certain people who volunteer to perform services for a state or local government agency or who volunteer for humanitarian purposes for non-profit food banks. WHD also recognizes an exception for individuals who volunteer their time, freely and without anticipation of compensation, for religious, charitable, civic, or humanitarian purposes to non-profit organizations. Unpaid

internships for public sector and non-profit charitable organizations, where the intern volunteers without expectation of compensation, are generally permissible.

2 - *E.g., Benjamin v. B & H Educ., Inc.*, --- F.3d ---, 2017 WL 6460087, at \*4-5 (9th Cir. Dec. 19, 2017); *Glatt v. Fox Searchlight Pictures, Inc.*, 811 F.3d 528, 536-37 (2d Cir. 2016); *Schumann v. Collier Anesthesia, P.A.*, 803 F.3d 1199, 1211-12 (11th Cir. 2015); see also *Walling v. Portland Terminal Co.*, 330 U.S. 148, 152-53 (1947); *Solis v. Laurelbrook Sanitarium & Sch., Inc.*, 642 F.3d 518, 529 (6th Cir. 2011).

### **Where to Obtain Additional Information**

**For additional information, visit our Wage and Hour Division Website:**

**<http://www.dol.gov/agencies/whd> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).**

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.



The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.



**KEEP YOUR  
CHURCH  
OUT OF  
COURT**



**SEMINAR**

**Section 2  
Reasons Churches  
Go to Court**



# KEEP YOUR CHURCH OUT OF COURT



## SEMINAR

### Section 2

## Reasons Churches Go to Court

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Excerpt by Matthew Branaugh and Church Law & Tax	



## Section 2 Outline

### Reasons Churches Go to Court

**“The Top 5 Reasons Churches and Religious Organizations Go to Court”** ..... 33  
 Excerpt by Matthew Branaugh and Church Law & Tax\*  
 Current as of July 7, 2023

- This list is not speculative.
- It is based upon tens of thousands of state and federal court decisions read and categorized by attorney, CPA, and senior editor Richard Hammar, spanning nearly four decades.

#### 1. The Sexual Abuse of a Minor – See Section 3

- Abuse Prevention Plans – Churches have an obligation to address the opportunities and potential for the abuse of children with a determined, intentional preparedness effort. Work to create an environment where it is virtually impossible for sexual abuse to occur on church property during church ministries and events.
- Hammar’s 14-Step Prevention Plan –
  - Personal Interview
  - Written Application
  - Institutional References
  - Six-Month Rule
  - Benchmarking with Charities and Public Schools
  - Two Adult Policy
  - Criminal Background Checks (including Offender Registries)
  - Prompt Reporting of Suspected Abuse
  - Addressing High-Risk Behaviors (Grooming)
  - Active Supervision
  - Ongoing Training
- States continue to expand or eliminate the statutes of limitations for minors injured by sexual abuse/molestation.
- This means decades-old claims can be brought with greater ease against churches and ministries.



## 2. Property Disputes

- Multiple Tracts – As churches grow, it’s possible that additional tracts of real estate were purchased for facility and parking lot expansion. This is especially true when adjacent homes and real estate is purchased over a long period of time. Ensure good recordkeeping for church real estate transactions.
- Check Tax Records for Accuracy – Multiple tracts create an opportunity for inaccurate reporting and recording. Ensure that your church is accurately reflected as the owner for each tract in your portfolio.
- Governing Documents – Ensure that property transactions are executed by church officers specified by your organization’s governing documents.

## 3. Personal Injury – See Section 4

- Lawsuits – Personal Injury Lawsuits occur regularly in personal, private business and church settings. Mitigate your risk wherever possible, protect your church with appropriate levels of liability insurance, and be prepared for Personal Injury Lawsuits.
- Risk Management and Mitigation – Most insurance companies provide risk assessments and recommendations for their policyholders. Regular inspections and walkarounds often yield a list of action items to mitigate risks and liability exposure.
- Action Item – Inspect regularly and correct known problems.

**4. Zoning** – Some local governments have made it more difficult for churches to operate and own property. Federal law explicitly protects churches and other religious institutions and individuals from unduly burdensome or discriminatory land use and zoning regulations. After learning that local land use and zoning regulations often placed burdens on religious congregations’ ability to practice their faith in violation of the U.S. Constitution, Congress enacted the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA).

See “What Churches Need to Know About Local Zoning and Land Use Laws” by Church Law Center.

## 5. Insurance Coverage Disputes – See Section 5

- Property Insurance – Review coverage exclusions, limits and deductibles.
- Liability Coverage – Liability Insurance covers slips, falls and other personal injuries.
- Auto/Vehicle Policies – Church-owned buses, vans, trucks and other vehicles are covered here.
- Umbrella Coverage – An Umbrella Policy provides coverage beyond policy limits.
- Workers’ Compensation Insurance – Workers’ Compensation provides financial support for employees who are injured due to work-related activities.

\* Document Attached

## The Top 5 Reasons Churches and Religious Organizations Go to Court

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- This list is not speculative.
- It is based upon tens of thousands of state and federal court decisions read and categorized by attorney, CPA, and senior editor Richard Hammar, spanning nearly four decades.

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# #1: The Sexual Abuse of a Minor

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Hammar's 14-step prevention plan includes:

- Personal interview
- Written application
- Institutional references
- Six-month rule
- Benchmarking with charities and public schools
- Two-adult policy
- Criminal background check (including offender registries)
- Prompt reporting of suspected abuse
- Addressing high-risk behaviors (grooming)
- Active supervision
- Ongoing training: *Reducing the Risk*

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### Related development:

- States continue to expand or eliminate the statutes of limitations for minors injured by sexual abuse/molestation.
- This means decades-old claims can be brought with greater ease against churches and ministries.
  - 50 states eliminated statutes of limitation for *criminal* claims.
  - 18 states eliminated them for *civil* claims.
  - 27 enacted “revival statutes” that “revive” claims that expired under prior law.

## #2: Property Disputes

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- Generally arise when a local church breaks up with a parent denomination or a local church experiences a split.
- Incredibly complex body of law dating back to the 1871 case *Watson v. Jones* decided by the US Supreme Court.
- Two key factors (among many): Church polity (congregational v. hierarchical) and dispute resolution procedures written into deeds, trusts, governing documents of local churches and denominational agencies, and more.

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## #3: Personal Injury

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- Invitees (highest duty), Licensees (minimal duty), and Trespassers (no duty): With churches, courts usually find church visitors to be licensees (MI Supreme Court). Some have found them to be invitees.
  - If “invitees”: Correcting known problems, inspecting regularly, and warning of known hazards (most common).
  - If “licensees”: Correcting known problems and warning of known hazards.
  - Some courts: Reasonable care is the standard (victim’s status is just one consideration).
- Common risks: Youth groups, wet floors, missions trips, retreats.
- Tools: Insurance, maintenance/groundskeeping.

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## #4: Zoning

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- Municipalities, authorized by their state governments, set zoning laws dictating building types and uses allowed in geographic areas.
- Residential: Traditional (majority) view has allowed churches. But increasing challenges (traffic, cell towers, NIMBYism).
- Commercial: Numerous challenges (property and sales tax exemptions).
- Protections:
  - Constitution (First Amendment/Free Exercise; Section 1983 (monetary damages)).
  - RLUIPA (differential treatment; substantial burden/compelling interest).

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## #5: Insurance Coverage Disputes

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- The two most common:
  - Coverage exclusions. **Read your policies and regularly review them.**
  - Duty to notify: **Read the fine print!**
- Types of insurance you'll likely need: Property, Liability (slips and falls), Vehicles, Counseling, Employment Practices, D&O, Theft, Foreign Travel, Umbrella (\$ coverage beyond policy limits), and Workers' Compensation.

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**KEEP YOUR  
CHURCH  
OUT OF  
COURT**



**SEMINAR**

**Section 3**  
**Abuse Prevention**



# KEEP YOUR CHURCH OUT OF COURT



## SEMINAR

### Section 3

## Abuse Prevention

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## Section 3 Outline

### Abuse Prevention

#### Abuse Prevention Summary\* ..... 45

- Mandated Reporters – Every state in the U.S. has laws identifying individuals who are mandated reporters, typically professionals who have regular contact with children or vulnerable adults. These laws are designed to ensure that suspected cases of abuse or neglect are reported to the appropriate authorities for investigation and intervention.
- General Abuse Prevention Guidelines – Effective Abuse Prevention Plans include background checks, adequate screening, automatic exclusions for ineligible workers, child protection policies, security procedures, and prompt incident reporting.
- 5-5-5 Method (also known as “Essentials Curriculum”) – “The Essentials: Sexual Abuse Prevention and Response Training” curriculum is provided without charge by the Southern Baptist Convention as a resource for small and medium-sized churches. It leads churches to establish or evaluate an abuse prevention and response plan.

#### “Mandated Reporters of Child Abuse and Neglect” by Louisiana DCFS\* ..... 49

- “A Comprehensive Exploration of United States Mandated Reporting Laws for Abuse and Neglect” by Remnant Counselor Collective

Read the full text of Remnant Counselor Collective’s article at:

<https://www.remnantcounselorcollective.com/resources/86536/the-ultimate-guide-to-mandated-reporting-laws-in-all-50-us-states-child-adult-abuse-neglect>

#### Child Protection Policies & Volunteer Screening

- Child Protection Policy/Reporting Process\* ..... 53  
Every church should have a Child Protection Policy with robust abuse prevention rules and a clear reporting process for any suspected abuse or inappropriate volunteer behavior.
- Kids Ministry Leader Application\* ..... 59  
Volunteers should be thoroughly vetted with background checks, references, staff leader observation and personal interviews. Any prospective volunteer with preschoolers, children or students should be considered for service only after a defined waiting period (usually six months to one year).
- Houston’s First Baptist Church Protection Policy\* ..... 63



### Additional Abuse Prevention Exhibits & Resources

- Accident Report\* ..... 77  
File an Accident Report to document all injuries, accidents or mishaps that occur at any church facility or event (onsite or offsite), as well as incidents involving any church-sponsored transportation.
- Summer Camps/Trips Safety E-mail\* ..... 79  
Recognize special safety considerations for offsite travel, camps and other events. Anticipate hot (or cold) weather contingencies and brief leaders and volunteers on safety protocols for medical emergencies and other concerns.
- Sex Offender Policy & Covenant\* ..... 81  
For churches and ministries with resources to manage identified sex offenders in public settings and facilitate ministry to this challenging group, create a thorough policy and covenant to establish clear guardrails and expectations. A well-staffed Safety and Security Team is a likely pre-requisite for any ministry of this kind.

\* Document Attached



## Abuse Prevention



[STEWARDSHIP](#) ▾
 [BUDGET](#) ▾
 [STAFFING](#) ▾
 [TEAMS](#) ▾
 [MULTIPLICATION](#) ▾
 [LOGISTICS](#) ▾

### Our Shared Responsibility

Churches have an obligation to address the opportunities and potential for the abuse of children with a determined, intentional preparedness effort. Work to create an environment where it is virtually impossible for sexual abuse to occur on church property during church ministries and events.

Every Christian's moral and legal responsibility is to report any suspicion of a child's abuse to law enforcement authorities.

Pastors, ministers, church leaders and volunteer workers may not know enough about a situation or may be afraid of making a false accusation, but the obligation to report our suspicions still stands. Churches are not equipped to conduct the kind of investigations required in abuse cases, and, in any event, local police departments are the appropriate authority tasked and equipped for this purpose.

### Mandated Reporters

Any abuse—whether it be sexual, physical or any other criminal act—should be reported to local police without delay. If a crime has been committed, the first responsibility is to notify local law enforcement authorities. Taking merciful and attentive care of any alleged victims and their families is also a primary responsibility.

After these steps have been taken, the church must conduct pastoral care and church discipline work. This process starts with an incident report and ongoing caring ministry to any alleged victims, parents and family.

As church leaders, we have the high calling and duty to safeguard the minor kids and students entrusted to us. This requires a robust abuse prevention policy to provide for the safety of everyone in our care.

### General Abuse Prevention Guidelines

#### Background Checks

Require background checks for any paid staff or volunteers who work with children in any capacity. Conduct periodic audits of ministry volunteer lists to ensure that background check procedures are being followed.

## Coverage

Screen workers who work with preschoolers, children, middle school and high school students with due diligence. Make no screening exceptions for student workers.

## Automatic Exclusions

Anyone with a history of sexual crimes (whatever the offense category and whether the sex crime was specifically against children or not) should not be allowed to work with preschoolers, children or students.

## Abuse Prevention Policy

Create a policy to govern all interactions with minor children at any church event or regular ministry programming. Find a range of resources and guidance in the documents below, but some big rocks for an abuse prevention policy might include:

- **Two Workers Rule** – Always staff two or more workers per classroom or group. No worker should ever be alone with a child or a group of children. Make this rule a matter of policy for all ministries and organizations attached to the church.
- **Active Supervision** – Ministry staff, ushers or church security should make frequent visits to areas and hallways used for preschool, children and student ministry.
- **Open Doors** – During ministry events and activities, no classroom door in utilized areas should be locked. Auto-lock doors should be removed from areas used by minor children, unless required by law or for safety considerations.
- **Windows** – Classroom doors and preschool nursery areas should have windows.
- **Bathrooms** – For single-occupant (non-public, non-multi-occupant) preschool or child bathrooms, doors should be kept cracked whenever a child is taken to the bathroom by an adult worker.
- **Limit Abuse Opportunities** – Think through activities, camps and events with an eye for abuse opportunities and potential landmines. Do not allow or ask workers to be alone with a child or student.
- **Environment** – Create an environment where it is virtually impossible for sexual abuse to occur on church property during church ministries and events. Abuse prevention policy, guidelines, training, audits, awareness, security and video surveillance all play a role in creating this environment.
- **Video Surveillance** – Consider the use of video cameras in all areas used by preschoolers, children and students. Video surveillance can be passive, meaning that recordings are made and kept for a specific period of time, without active viewing of archived material except in cases of alleged abuse or an incident.

## Security Procedures

Institute security measures for entry into your preschool and children's ministry areas. Preschool entrances should be protected and check-in and check-out procedures created to ensure that only authorized adults have access to their children.

The first priority is the protection of children, not the church's reputation and not the protection of any person's reputation.

- **Police Report** – Report any evidence or signs of child sexual abuse to your local police department. Make no exceptions to this rule. Police investigators are the ones best prepared to investigate abuse claims and evidence.
- **Incident Report** – Complete an incident report for the church's records. Find generic accident report and incident report forms in Forms & Documents.



Incident Report by SafeChurch



Incident Report by SafeChurch

### 5-5-5 Method

*The Essentials: Sexual Abuse Prevention and Response Training* curriculum is provided without charge by the Southern Baptist Convention as a resource for small and medium-sized churches. It leads churches to establish or evaluate an abuse prevention and response plan. Presented in five sessions, the training curriculum unpacks five essentials:

- **Train** – Proverbs 3:13-14
- **Screen** – Proverbs 2:11
- **Protect** – Psalm 140:4
- **Report** – Proverbs 31:8-9
- **Care** – Psalm 147:3; 9:9



The 5-5-5 Method provides an easy path for implementation:

- **5 Leaders** – Gather a team of 5 church leaders made up of those who lead or work with children, students, and vulnerable adults, the Pastor, deacons/elders, etc.
- **5 Essentials** – Go through the 5 essentials in the order they are presented and complete each essential's next steps before moving on to the next one.
- **5 Months** – Allow roughly 5 months to complete all of the Next Steps. A five-question assessment at start and finish measures progress toward full implementation of an abuse prevention and response plan in your church.

### Background Checks & Screening

- MinistrySafe
- LifeWay/Clear Investigative Advantage
- Protect My Ministry
- Shepherd's Watch
- SafeChurch
- Sterling Volunteers

*To learn more about reporting  
child abuse or neglect:*



<http://dcfs.la/report>

*To learn more about being a  
mandatory reporter:*



<http://dcfs.la/reporters>

This public document was published at a total cost of \$1,165.38. Two thousand five hundred (2,500) copies of this public document were published in this first printing at a cost of \$1,165.38. The total cost of all printings of this document including re-prints is \$1,165.38. This document was published for the Department of Children and Family Services, P. O. Box 94065, Baton Rouge, LA 70804-9065 by the Division of Administration, State Printing Office to educate the public on child protection services in Louisiana under "special exemption by the Division of Administration." This material was printed in accordance with the standards for printing by state agencies established pursuant to R.S. 43:31.

DCFS Form CPI-P2, Issued: 8/25 Replaces: 6/19

# Mandated Reporters of Child Abuse and Neglect

*Who you are,  
and what you  
need to know*



 **Department of  
Children &  
Family Services**  
*Building a Stronger Louisiana*

## Who are Mandated Reporters?

Louisiana Children's Code Art. 603 defines "mandatory reporter." They are any of the following individuals:

- Health Practitioner
- Mental Health/Social Service Practitioner
- Member of the Clergy
- Teaching or Child Care Provider
- Police Officers or Law Enforcement Officials
- Commercial Film & Photographic Print Processor
- Mediators
- Parenting Coordinators
- Court-Appointed Special Advocates (CASA)
- Organizational or Youth Activity Provider
- Coaches
- Foster Parents
- Group Home Staff Members
- DCFS and Office of Juvenile Justice employees with supervisory or disciplinary authority over children
- Probation Officers

Depending on who perpetrated the alleged abuse/neglect, a report must be submitted to either Law Enforcement or DCFS, and in some situations to both agencies.



## How to Report Suspected Abuse/Neglect to DCFS

Call toll-free 1-855-4LA-KIDS (855-452-5437) to speak with a trained specialist 24 hours a day, 7 days a week; **OR** for reports of alleged abuse/neglect that do not require immediate assistance, submit a report online through the DCFS Mandatory Reporter Portal found at [https://mr.dcf.la.gov/c/MR\\_PortalApp.app](https://mr.dcf.la.gov/c/MR_PortalApp.app); **OR** make a report from any DCFS Child Welfare office.

Per Louisiana law, reports made orally must be followed by a written report to DCFS within five days. This may occur by entering a follow-up report online through the Mandatory Reporter Portal or by mailing a CPI-2 form to the DCFS Centralized Intake Office, P.O. Box 3318, Baton Rouge, LA 70821. The online portal and the CPI-2 form are available on our website, [dcfs.la.gov](https://dcfs.la.gov).

**To report suspected child abuse or neglect to DCFS, call toll-free 1-855-4LA-KIDS (855-452-5437) to speak with a trained specialist 24 hours a day, 7 days a week.**

Mandated Reporters may make reports of non-emergent child abuse and/or neglect online through the [DCFS website](#). Reports involving child fatalities, drug-exposed newborns, human trafficking, life-threatening injuries, sexual abuse, and/or when a child is in immediate risk of serious harm should NOT be made through the online portal, but called in to the Hotline.

## Related Requirements for Reporting to Law Enforcement

La. R.S. 14:403 mandates any person who is 18 years of age or older who witnesses the sexual abuse of a child to report the abuse to law enforcement or the Department of Children and Family Services as required by Children's Code Article 610.

La. R.S. 14:131.1 mandates any person having knowledge of the commission of any homicide, rape, or sexual abuse of a child to report such information to a law enforcement agency or district attorney, except when the person having such knowledge is bound by any privilege of confidentiality recognized by law.



## What is Abuse and Neglect?

The Louisiana Children's Code provides the following definitions of abuse and neglect by a parent or caretaker:

**"Abuse"** is any one of the following acts that seriously endanger the physical, mental, or emotional health and safety of the child:

- The infliction, attempted infliction, or, as a result of inadequate supervision, the allowance of the infliction or attempted infliction of physical or mental injury upon the child by a parent or any other person.
- The exploitation or overwork of a child by a parent or any other person, including but not limited to commercial sexual exploitation of the child.
- The involvement of the child in any sexual act with a parent or any other person, or the aiding or toleration by the parent, caretaker, or any other person of the child's involvement in any of the following:
  - Any sexual act with any other person.
  - Pornographic displays.
  - Any sexual activity constituting a crime under the laws of this state.
- A coerced abortion conducted upon a child
- Female genital mutilation as defined by R.S. 14:43.4.



**"Neglect"** is the refusal or unreasonable failure of a parent or caretaker to supply the child with necessary food, clothing, shelter, care, treatment, or counseling for any injury, illness, or condition of the child, because of which the child's physical, mental, or emotional health and safety is substantially threatened or impaired. Neglect includes prenatal neglect.

Consistent with Article 606(B), ***the inability of a parent or caretaker to provide for a child due to inadequate financial resources shall not, for that reason alone, be considered neglect.*** Whenever, in lieu of medical care, a child is being provided treatment in accordance with the tenets of a well-recognized religious method of healing that has a reasonable, proven record

of success, the child shall not, for that reason alone, be considered to be neglected or maltreated. However, nothing herein shall prohibit a court from ordering medical services for the child when there is substantial risk of harm to the child's health or welfare.

**"Prenatal neglect"** means exposure to chronic or severe use of alcohol or the unlawful use of any controlled dangerous substance, as defined by R.S. 40:961 et seq., or in a manner not lawfully prescribed, which results in symptoms of withdrawal in the newborn or the presence of a controlled substance or a metabolic thereof in his body, blood, urine, or meconium that is not the result of medical treatment, or observable and harmful effects in his physical appearance or functioning.

A **Physician Notification** is required if a newborn exhibits symptoms of withdrawal or other observable and harmful effects in his appearance or functioning that a physician believes are due to the use of a controlled dangerous substance in a lawfully prescribed manner by the mother during pregnancy. Reporting requirements can be found on our website at <http://www.dcf.la.gov/page/substance-exposed-newborns-reporting>.



## When to Report Abuse/Neglect

The Louisiana Children's Code (Article 610) specifies that mandated reporters shall make reports immediately upon learning of incidents of child abuse or neglect.

Contact DCFS when you believe a child may have been abused or neglected by an individual that the agency is authorized to assess and/or investigate.

Contact your local or state law enforcement agency when you have reason to believe the perpetrator is:

- a teacher, instructor, administrator, staff person, school bus driver, teacher aide, paraprofessional, food service worker, or employee of any public or private elementary, secondary, vocational-technical training, special, or postsecondary school, city, parish, or other local public school board, if the abuse or neglect is perpetrated on a student



- another child who does not reside in the same residence for cases of suspected sexual abuse
- any other suspected perpetrator not defined above.

Dual reporting to both DCFS and law enforcement is allowed and, in some situations, mandated.

***ANY INDIVIDUAL with knowledge of a homicide, rape, or child sexual abuse is required by law to report this information to Law Enforcement.***

### Who Does DCFS Investigate?

1. A "caretaker", defined as any person legally obligated to provide or secure adequate care for a child, including a parent, tutor, guardian, legal custodian, foster parent, an operator or employee of a residential or treatment facility licensed by DCFS or the Louisiana Department of Health; or other person providing a residence for the child.
2. A person who maintains an interpersonal dating relationship with a parent or caretaker.
3. A person living in the same residence as a parent, caretaker, or child.
4. An employee or operator of an early learning center or registered family child day care home.
5. An indeterminable individual when reported by a mandatory reporter, but the reporter suspects that the abuse occurred at a child's residence.

### DCFS' Role When Child-on-Child Sexual Abuse Occurs

DCFS conducts investigations involving child-on-child sexual abuse when the caretaker is allegedly culpable. When child-on-child sexual abuse occurs in the home, without allegations of caretaker responsibility, a family assessment is conducted.

When Law Enforcement refers incidents to DCFS of child-on-child sexual abuse that occurred in a school setting, DCFS will conduct family assessments with the children and families involved.

### What are Possible Outcomes for Mandated Reporters?

Any person who is required to report the abuse or neglect of a child and knowingly and willfully fails to do so shall be fined not more than \$500, imprisoned for not more than six months, or both. If the abuse is sexual or results in serious bodily injury, neurological impairment, or death of the child, a mandated reporter who knowingly and willfully fails to report it shall be fined not more than \$3,000, imprisoned, with or without hard labor, for not more than three years, or both.

Any person who has knowledge of the commission of any homicide, rape, or sexual abuse of child and fails to report or disclose it to a law enforcement agency or district attorney, unless bound by privilege of confidentiality recognized by law, shall be fined not more than \$500, or imprisoned, with or without hard labor, for not more than one year or both.

Any person 18 or older who witnesses the sexual abuse of a child and knowingly and willfully fails to report to law enforcement or DCFS, as required by Children's Code Article 610, shall be fined not more than \$10,000, imprisoned, with or without hard labor, for not more than five years or both.

You may be requested to testify regarding any incident of which you have direct knowledge if the case becomes the subject of legal or judicial action.

**State law protects the identity of all mandated reporters, and you are given immunity from legal liability as a result of reports you make in good faith.**



First West's Child Protection Policy seeks to provide a safe and secure environment for the children who are under our care and participate in our programs and activities. By implementing these practices, our goal is to protect the children from incidents of misconduct or inappropriate behavior while also protecting our staff and volunteers (workers) from false accusations.

## **Definitions**

For purposes of this policy, the terms "child" or "children" includes all persons under the age of eighteen (18) years. The term "worker" includes both paid and unpaid persons who work with children. The term "volunteer" means anyone involved in First West's Weekday Ministry, childcare for regular and/or special events programming, regular Sunday morning and Wednesday ministry programming, overnight activities involving minors, counseling of minors, or in one-on-one mentoring of minors.

## **Screening Prospective Workers and Volunteers**

### **Selection of Workers:**

All persons who desire to work with the children participating in our programs and activities will be screened. This screening includes the following:

- a) Six-Month Rule: No person will be considered for any volunteer position involving contact with minors until she/he has been actively involved in the Church for a minimum of six (6) months. This time of interaction between our leadership and the applicant allows for better evaluation and suitability of the applicant for working with children.
- b) Church Membership: Sunday morning and Wednesday ministry programming must be confirmed members of the First West.
- c) Written Application: All persons seeking to work with children must complete and sign a written application in a form to be supplied by us. The application will request basic information from the applicant and will inquire into previous experience with children, previous affiliation, reference and employment information, as well as disclosure of any previous criminal convictions. The application form will be maintained in confidence on file in the Children's Ministry office.
- d) Personal Interview: Upon completion of the application, a face-to-face interview may be scheduled with the applicant to discuss his/her suitability for the position.
- e) Reference Checks: Before an applicant is permitted to work with children, at least two of the applicants' references will be checked. These references can come from First West leadership,

professional relationships, or personal relationships (non-family member). Documentation of the reference checks will be maintained in confidence on file in the Children's Ministry office.

e) Minors Serving with Kids: First West students, age 11–17, who seek to work with Children's & Preschool Ministries must:

1. Fill out a Minor Application which is reviewed by the ministry leader.
2. Minors must have approval from the Ministry Leader of the ministry they are currently in

f) Criminal /Sex Offender Registry Background Check: A national criminal/sex offender background check is required for all employees (regardless of position) and "volunteers" as defined above. Prospective staff / volunteers will either receive a link via email to the background check agency or, if preferred, a prospective worker can complete a signed authorization form allowing the Church to run the check. If an individual declines to sign the authorization form or respond to the electronic submission of data, she/he will be unable to work with children.

A disqualifying offense that will keep an individual from working with children will be determined by the Ministry Leader and/or Executive Pastor on a case-by-case basis in light of all the surrounding circumstances. Generally, convictions for an offense involving children and/or for offenses involving violence, dishonesty, illegal substances, indecency and any conduct contrary to our mission will preclude someone from being permitted to work with children. Failure to disclose a criminal conviction on the application form will also be a disqualifying event. The background check authorization form and results will be maintained in confidence in the Executive Office.

## **Code of Conduct:**

### **Two-Adult Rule:**

It is our goal that a minimum of two adult workers (age 18 and up) will be in attendance at all times when children are being supervised during our programs and activities. Some youth classes may have only one adult teacher in attendance during the class session; in these instances, doors to the classroom should remain open and there should be no fewer than three students with the adult teacher. We do not allow minors to be alone with one adult on our premises or in any sponsored activity unless in a counseling situation, which occurs in an open area. Doors shall always remain unlocked.

### **Private Activities:**

We will ensure that private activities are only performed by approved workers and that they do not violate the two-adult rule. This includes activities such as diaper-changing, using the restroom, dressing, and bathing, etc.

**Healthy Touch:**

We will not engage in spanking, hitting, or threatening any minor. Nor will any workers engage in any behavior or touching which is inappropriate with a minor including sexualized behavior such as fondling or kissing. Workers will model healthy touch and respect the minor's ability to say no.

**Communication:**

All communication is to be respectful, safe, and encouraging. No bullying, shouting, shaming, or sexualized communication is allowed. Due diligence is shown here by including the addition of a second adult in electronic communications with minors.

**Check-in/Check-out Procedure:**

For children below 5<sup>th</sup> grade and under, a security check-in/check-out procedure will be followed. The child will be signed in by a parent or guardian who will receive a "sticker" for the child. The parent or guardian must present the "sticker" in order to sign out the child from our care. Older siblings will not be allowed to pick up the child. In the event that a parent or guardian is unable to present the sticker, a ministry supervisor will be contacted.

## **Training and Other Requirements:**

***Failure to complete the requirements below will result in being unable to serve in the ministry area***

1. Required to complete Sexual Abuse Awareness Training by Ministry Safe prior to serving and subsequently every 2 years.
2. Must renew background check every 2 years.
3. Must be very familiar with the CODE OF CONDUCT.

## **Responding to Allegations of Child Abuse:**

For purposes of this policy, "child abuse" is any action (or lack of action) that endangers or harms a child's physical, psychological or emotional health and development. Child abuse occurs in different ways and includes the following:

- Physical abuse – any physical injury to a child that is not accidental, such as beating, shaking, burns, and biting.

- Emotional abuse – emotional injury when the child is not nurtured or provided with love and security, such as an environment of constant criticism, belittling and persistent teasing.
- Sexual abuse – any sexual activity between a child and an adult or between a child and another child at least four years older than the victim, including activities such as fondling, exhibitionism, intercourse, incest, and pornography.
- Neglect – depriving a child of his or her essential needs, such as adequate food, water, shelter, and medical care.

Childcare workers may have the opportunity to become aware of abuse or neglect of the children under our care. In the event that an individual involved in the care of children at this becomes aware of suspected abuse or neglect of a child under his/her care, this should be reported immediately for further action, including reporting to authorities as may be mandated by state law.

It is important to remember that unless you see the abuse happening you are dealing with potential abuse. It is not your responsibility to decide IF abuse has occurred, but to report and allow the authorities to make that decision. Report potential abuse IF:

- You have reasonable cause to suspect abuse or neglect.
- You witness any abuse to a child at First West by any person.

#### **Steps to Take:**

- 1.If this is an emergency situation, contact West Monroe Police Department, 9-1-1, or appropriate agencies first.
2. Report to the Ministry Leader, Senior Lead, and Executive Pastor.
3. Report potential abuse to the authorities. All allegations of abuse should be reported to the civil authorities, and the organization will comply with the state's requirements regarding mandatory reporting of abuse as the law then exists. The organization will fully cooperate with the investigation of the incident by civil authorities.
4. The parent or guardian of the child will be notified except in situations when the parents are suspected to be the perpetrator.
5. The worker or Church member alleged to be the perpetrator of the abuse or misconduct will immediately be placed on leave pending an investigation and instructed to remain away from the premises during the investigation. He or she should be instructed to have no contact with the victim or with witnesses.
6. Complete an incident report form and submit to Executive Office immediately.

7. The insurance company will be notified, and the Church will complete an incident report. Any documents received relating to the incident and/or allegations will immediately be forwarded to the insurance company.

8. The organization will designate a spokesperson to the media concerning incidents of abuse or neglect. The advice of legal counsel will be sought before responding to media inquiries or releasing information about the situation to the congregation. All other representatives of the organization should refrain from speaking to the media.

9. A pastoral visit will be arranged for those who desire it. This should be for the purpose of providing pastoral support during the time of crisis and not for the purpose of investigating the incident or influencing the investigation.

10. Any person who is not found innocent of the alleged abuse or misconduct will be removed from their position working with children or youth.

**I have carefully read and understand this Child Sexual Abuse Prevention Policy and agree to abide by its terms.**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



## Notes

Lined area for taking notes, consisting of 21 horizontal lines.



# Leader Application

Thank you for taking the time to share with us about you. We want you to know that the following information will be confidential and only shared with the appropriate Kids Ministry and pastoral staff we deem necessary. Please complete the entire application and return it to the Kids Ministry office when finished. Thanks again!

## YOUR PERSONAL INFORMATION:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone (Cell) \_\_\_\_\_ Email \_\_\_\_\_

Date of Birth \_\_\_\_\_

## YOUR WORK EXPERIENCE:

Occupation \_\_\_\_\_

Employer \_\_\_\_\_

Work Status: Full-Time   Part-time   Student

Marital Status: Single   Married   Divorced

If married, your spouse's name: \_\_\_\_\_

Children? Tell us their names/ages: \_\_\_\_\_

## YOUR EDUCATION EXPERIENCE:

High School \_\_\_\_\_ Year Graduated \_\_\_\_\_

University \_\_\_\_\_ Year Graduated \_\_\_\_\_

Degree \_\_\_\_\_

## YOUR SPIRITUAL EXPERIENCE:

Are you a member of First West? \_\_\_\_\_ Yes \_\_\_\_\_ NO

How long have you been a member? \_\_\_\_\_

If not, where are you a member? \_\_\_\_\_

Church last attended. \_\_\_\_\_

Please take the time to fill out the next few pages & tell us more about you. Our goal is not to overwhelm you, but to protect our kids.

## LEGAL/LIFESTYLE

In caring for children, we believe it is our responsibility to seek a leader that is able to provide healthy, safe, and nurturing relationships. Please answer the following questions. Any specific concerns can be discussed individually.

In so far as your responsibilities with our Kids Ministry, the amount of time you can spend with minors is so important. We would love to see you here every Sunday but know that may not be possible. Please briefly explain any time commitments that would hinder your availability. (Sport Team Season Tickets, work-related travel, Youth Sports League coach/parent, etc.):

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Are you currently using illegal drugs? \_\_\_\_\_ Yes \_\_\_\_\_ No

Have you ever gone through treatment for alcohol or drug abuse?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please describe: \_\_\_\_\_

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Have you ever been arrested and/or convicted of a crime?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please describe: \_\_\_\_\_

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Have you had any sexual relations with a minor after you became an adult?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Have you had a painful experience in your life that may hinder you from productive ministry with children?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please describe (or if you desire, you can meet with a minister privately):

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**MINISTRY**

What other ministry have you been involved with? (other First West ministries, former church, FCS, volunteer work, etc.):

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What ministry time do you prefer to serve?

9AM \_\_\_\_\_ 10:30AM \_\_\_\_\_ Wednesday Evening \_\_\_\_\_

How often would you prefer to serve?

Weekly \_\_\_\_\_ Twice a Month \_\_\_\_\_ Monthly \_\_\_\_\_

Do you have a specific grade/age you would like to serve with?

Yes                  No

If yes, please write here: \_\_\_\_\_

**REFERENCES**

Please list two references. These references can come from First West leadership, professional, or personal relationships (non-family members).

Name	Phone	Email	Years Known
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The information contained in this application is correct to the best of my knowledge. I authorize the church to contact any person or entity listed on the Application form. I also authorize any such person or entity to provide the organization with information, opinions, and impressions relating to my background or qualifications.

I further authorize First West to conduct a criminal background check or other background information as it may relate to my volunteer work with the Children's Ministry at First West. I understand that these records will be kept confidential and will only be used to determine any past history or behavior that may reflect on my performance within this ministry.

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



# HOUSTON'S FIRST BAPTIST CHURCH

— EFFECTIVE —  
JAN 11, 2022



## PROTECTION POLICY

— CHILDREN, YOUTH, AND SPECIAL NEEDS ADULTS —

CREATING A CULTURE THAT CARES



**HOUSTON'S FIRST**  
BAPTIST CHURCH

**HoustonsFirst.org**

 **HoustonsFirst**

 **@HoustonsFirst**

 **@HoustonsFirst**

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# INTRODUCTION – THE WHY!

*“Every child has the right to be safe from harm. Nevertheless, every year the lives and physical, mental, (spiritual) and emotional wellbeing of millions of children around the world are threatened by maltreatment such as abuse, neglect, violence and exploitation.”*

*— Family Health International 360*

At Houston’s First Baptist Church we take seriously the responsibility to create environments of safety and security, protecting the wellbeing of children, youth and special needs adults (CYSNA). These policies and procedures have been developed to prevent intentional and unintentional harm happening to children, youth and special needs adults as they participate in programs, services and activities across all campuses and auxiliary ministries. These policies are also intended to assist our staff and unpaid volunteers as they serve the church.

As a Relevant Biblical Community, it is imperative that we understand relevant issues with commitment and resolve to confront them in the context of safe community empowered by Biblical Principles. Our desire is to place **Appropriate Adults** in the environments of children, youth, and adults with special needs by increasing both knowledge and awareness of the facts associated with child sexual abuse.

- An estimated ONE in 10 children will be a victim of sexual abuse before their 18th birthday.
- There are an estimated 42 million adult survivors of sexual abuse living in the US today.
- Of the estimated 36% of children who disclose abuse, many are disclosed to a friend or family member who does NOT choose to report the abuse.
- 60% of child sexual abuse victims will NEVER tell anyone!

Research has shown that a remarkable difference is made when adults take responsibility with action and resolve, making proactive choices regardless of risk and supporting one another in the context of community.

God’s heart for the vulnerable is on display throughout the pages of scripture with over 2,000 references to children, justice, injustice, the poor, the fatherless, and the widow including protective themes for all vulnerable peoples. The vulnerable are those who find themselves in need of special care, support, or protection because of age, disability, or the risk of abuse or neglect. Their very survival hinges on their connection to someone bigger, stronger and wiser for protection, comfort, and delight as well as help regulating their feelings. These needs invite both the potential for help and the potential for harm.

\*\*Disclaimer: As the statistics above indicate, we recognize there are possibly staff and certainly many among the vast number of volunteers who may find themselves right in the middle of these numbers. Discussing childhood sexual abuse and the means by which we must prevent it may be triggering and difficult. If that is you, please know that it is our deepest desire to cultivate a **Culture that Cares** by both caring and grieving this space with you. We model what we share here by becoming a safe place for you too! At the end of this packet you will find a wealth of resources and ways to start or continue your healing journey.\*\*

It is essential to understand that as image bearers we cannot separate the body from the spirit. Abuse of any kind, especially sexual abuse, is a violation of personhood and deeply alters the capacity to give and receive love. It is therefore imperative as disciple makers and reconcilers that the pursuit of a healthy theology of protection (or safeguarding) be a foundation in both the motivation and the execution of every activity, program and initiative created within all areas and levels of ministry at Houston's First Baptist Church.

***"If theology is to the church as a compass is to sailors in a storm, then safeguarding [Protection] is the true north of all the helpful service the church has to offer. Together they must set the direction of all Christian ministry."***

***— Dr. Krish Kandiah***

The following document was created to provide knowledge of child protective issues facing our society today and to clearly communicate strategies for protection and reporting guidelines. The goal is to strengthen both capacity and resolve to protect children. As both citizens and Christians, Houston's First Baptist Church's expectation is that all staff and volunteers demonstrate resolve, integrity and courage to actively participate as God's agents of protection for the most vulnerable.

Our desire is that a culture of care be created that adheres to the standards, principles, and guidelines presented in this document and which all staff, deacons, volunteers, interns, members of Houston's First Baptist Church, official guests, partner organizations and anyone who might come in contact with children, youth and adults with special needs would seek to follow both in the church and in their personal lives.

For those who work and serve at Houston's First Baptist Church, either paid or volunteer, these standards are non-negotiable while working, ministering and/or traveling on behalf of Houston's First Baptist Church. Because of our commitment to this culture of care, any paid staff or unpaid volunteers who violate the standards in this policy will be subject to any of the following, depending on the situation:

- Restriction/limitation of duties
- Required retraining
- Request to stop serving as volunteer
- Dismissal/termination
- Prosecution

Preventing child sexual abuse happens in a ***Culture that Cares***. It is important that we be aligned in purpose and values as we engage this important work.

# THE CODE OF CONDUCT

## FOR APPROPRIATE INTERACTION WITH KIDS

- 1 **We will SAY SOMETHING if we SEE SOMETHING.** If you observe any behavior (child, parent, volunteer, or staff) that seems “off” or suspicious, report this to your supervisor or a staff member right away.
- 2 **We will watch for and report “grooming” behavior.** Anything that creates secrecy, privacy or isolates a child from the group by an adult should be reported.
- 3 **We will maintain the Two-Adult Rule.** Two adults must be present in the room or area of ministry and one-on-one interactions should be interruptible and visible.
- 4 **We will ensure private activities are only performed by approved persons and do not violate the two-adult rule.** This includes activities such as diapering, toileting, dressing, and bathing.
- 5 **We will teach and model healthy touch.** We will not engage in spanking, hitting, or threatening any child, nor any behavior or touching which is inappropriate with a child including sexualized behavior such as kissing and fondling. We will respect a child’s ability to say NO.
- 6 **We will exercise due diligence in avoiding risky behavior in “hotspots.”** Hotspots include transportation, bathrooms, closets, camp lodging, or secluded areas.
- 7 **We will communicate with everyone in a safe, respectful, and encouraging manner.** We will not bully, give false promises, engage in sexualized talk, “pet names,” shouting, shaming or silencing of any child, volunteer, staff member, or parent. This also includes the addition of a second adult in all electronic communication with students.
- 8 **We will affirm each person’s inherent dignity as someone made in the image of God.**
- 9 **We will report any behavior by children that is not age-appropriate in an effort to provide restoration and healing.**
- 10 **We will provide professional communication with parents/guardians and not insult or criticize parenting techniques.** Any practices deemed dangerous to a child will be reported to a supervisor.
- 11 **We will be aware of the potential for peer abuse in any form and seek to provide supervision and intercession that will minimize this risk.**
- 12 **Every approved CYSNA volunteer will check-in and wear a visible PRINTED sticker during their time of service.** NO ONE without this sticker will be allowed to serve.

## 3. SCREENING PROSPECTIVE VOLUNTEERS

### 3.1 ROLE OF CERTIFIED SCREENERS

#### 1. Definition

A designated individual assigned by a Ministry Leader to screen and approve prospective volunteers according to the CYSNA Protection Policy.

#### 2. Job Description

The role of a screener includes the following responsibilities:

- Follow the CPP screening process as outlined in this document.
- Diligently follow up on all missing information, red flags or concerns regarding prospective or active volunteers.
- Maintain, verify and store accurate records of all prospective and current volunteers serving within their ministry.
- Ensure that all current volunteers are up to date on annual review requirements.
  - Email upcoming review process to current volunteers, a minimum of 1 month in advance.
  - Email both volunteers and ministry leaders when a volunteer is no longer eligible to serve if they have not completed the process.
- Shares responsibility with the Ministry Leader to ensure that all volunteers have been appropriately screened per the process below and found to be appropriate to serve with children.
- Attend all designated CPP training and meetings.
- Effectively communicate to prospective volunteers and other ministry staff the CPP requirements for those approved to serve with minors and adults with special needs.

#### 3. Selection of Screeners

Screeners are selected by the ministry leader in which they work (i.e. Preschool selects for Preschool). They must be a full-time staff member of Houston's First and approved by the Assoc. Director of Operations. At that point, they are considered Certified Screeners for HFBC.

### 3.2 CYSNA TEN STEP SCREENING PROCESS

**1. Initial Interest** — A prospective volunteer communicates an interest in serving with children or adults with special needs. This starts the screening process.

**2. CPP Volunteer Application** — Any prospective volunteer must complete the required application fully. The application is used to gain information as to the appropriateness of the prospective volunteer.

**3. Staff Approval Email** — The CPP Office will send out Staff Approval emails **FOR** all campuses **TO** all campuses to gather any additional information or concerns known by staff. Screeners will be notified if any issues are raised.

**4. Background Check** — All prospective volunteers (18 years and older) must complete and pass a criminal background check. Any background check found to have issues of concern will need to be approved by the Assoc. Director of Operations before proceeding.

- Background Checks must be completed every 5 years. For any current volunteer that began serving before age 18, a background check must be completed and passed by their 18th birthday.

**5. Membership Requirements** — Prospective volunteers must be a confirmed HFBC church member as indicated on their Rock profile.

**6. Six Month Church Involvement** — Prospective volunteers must have a minimum of 6 months between the creation of their ERA (Estimated Regular Attender) tag in Rock and the begin date of their service. Examples of activities which would cause the creation of an ERA tag are tithing, registering for an event through Rock, or attending an LBS class.

**7. Three References:**

- HFBC Leadership – Examples include LBS Director or Teacher, Staff Member, Deacon, Ministry Leader, or Serving Group Leader
- Professional Reference – Former employer or ministry supervisor
- Personal Reference – Non-family member

**8. Interview** — Each prospective volunteer must be interviewed by a Certified Screener either In-Person or by Zoom.

**9. Approval/Rejection** — Once these steps have been completed, a Certified Screener will determine, based on this information, if the prospective volunteer is appropriate for the ministry in which they are applying to serve.

**10. Volunteer Onboarding by Ministry** — Ministry Leaders will appropriately onboard each new volunteer. This onboarding will include training in the CODE OF CONDUCT and any other appropriate procedures.

### 3.3 MINORS SERVING WITH KIDS

HFBC students, age 11–17, who seek to work with Children’s, Preschool or Special Needs ministries.

1. Minors are required to fill out a Minor Application which is reviewed by a screener.
2. Minors must have email approval from the Ministry Director of the ministry they are currently in (First Kids or HUB).

### 3.4 NON-HFBC VOLUNTEERS

Adults who do NOT attend HFBC, but do attend a like-minded (New Testament) church and seek to be involved in either a one-time event or an ongoing ministry.

#### A. One-time event Approval (Non-HFBC Volunteer – temp)

1. Required to fill out a CPP Volunteer Application which is reviewed by a screener.
2. Required to pass a background check.
3. Must have a Non-HFBC form completed and signed by their attending church regarding their involvement and appropriateness to serve with kids.
  - The Assoc. Director of Operations will approve/deny based on this information.
  - The **Approved to Serve** tag will expire at the end of the event.

#### B. On-going Ministry Approval (Non-HFBC Volunteer)

1. Required to fill out a CPP Volunteer Application which is reviewed by a screener.
2. Required to pass a background check.
3. Must have a Non-HFBC form completed and signed by their attending church regarding their involvement and appropriateness to serve with kids.
4. Must provide two references:
  - Professional Reference – former employer or ministry supervisor
  - Personal Reference – non-family member

5. Must be interviewed by a Certified Screener either in-person or by zoom.

- The Assoc. Director of Operations will approve/deny based on this information.

### 3.5 NON-CYSNA HFBC STAFF

HFBC staff members who serve in an area besides CYSNA seeking to work in a ministry or event with kids.

**A.** Treated as a prospective volunteer and subject to the screening process above.

## 4. TRAINING AND OTHER REQUIREMENTS

**NOTE: Failure to complete the requirements below will result in being moved to “unable to serve” status in ROCK for volunteers and non-compliance issues for staff members.**

### 4.1 SCREENERS

- A.** Required to attend specific training for screeners 4x/year.
- B.** Must complete Skillful Screening Process Training by Ministry Safe every 3 years.
- C.** Required to attend “check-in” meetings 4x/year.
- D.** Missed training/check-in meetings may result in loss of certification.

### 4.2 MINISTRY LEADERS

Division heads or anyone else who designates screeners.

- A.** Required to attend specific training 2x/year – one of these will be alongside screeners from their ministry.
- B.** Must complete Skillful Screening Process Training by Ministry Safe every 3 years.

### 4.3 ALL CYSNA STAFF

Those working with CYSNA on a regular basis.

- A.** Must complete the Sexual Abuse Awareness Training from Ministry Safe within 6 months of employment and subsequently every 3 years.
- B.** Must attend specific CYSNA Protection training (in addition to requirement for all staff).
- C.** Must be very familiar with the CODE OF CONDUCT.

### 4.4 ALL VOLUNTEERS

- A.** Required to complete Sexual Abuse Awareness Training by Ministry Safe within 6 months of beginning to serve and subsequently every 5 years.
- B.** Required each year to complete the Annual Review.
- C.** Must be very familiar with the CODE OF CONDUCT.

### 4.5 ALL HFBC STAFF

- A.** Must attend/watch CYSNA Protection training (1x/year).
- B.** Must be familiar with principles in the CODE OF CONDUCT.
- C.** Must complete Ministry Safe Training (Sexual Abuse Awareness) every 5 years.

## 5. RESPONSE TO INDICATORS OF ABUSE

### 5.1 PROCESS FOR REPORTING POTENTIAL ABUSE

#### A. When to report

It is important to remember that unless you see the abuse happening you are dealing with potential abuse. It is not your responsibility to decide IF abuse has occurred, but to report and allow the authorities to make that decision. Report potential abuse IF:

- You have reasonable cause to suspect abuse or neglect.
- You witness any abuse to a child at HFBC by any person.

#### B. Steps to take

- Report any potential abuse to your ministry leader.
- Complete a Disclosure/Incident Report.
- Report potential abuse to authorities.
- Send report to CPP Office.

### 5.2 CONFIDENTIALITY IN REPORTING

Do not disclose the names of any abuse victims or potential perpetrators to anyone except your ministry leader, authorities or to others when requested to do so by church leadership.

### 5.3 CARE FOR THE CHILD

- The parents of the child must be contacted, except in situations where the parents are suspected to be the perpetrator.
- Do not leave the child alone.
- Do not question the child.

### 5.4 INTERVENTION WITH THE ALLEGED PERPETUATOR

- Have membership services remove their **Approved to Serve** Tag and put a block on their Rock Profile.
- Inform Assoc. Director of Operations of the allegation.
- Inform the individual in person (phone is acceptable) and in writing that while the review process is ongoing they may not
  - Serve in any area with children present.
  - Serve in any leadership capacity with HFBC or our ministries.
  - Enter the preschool or children's area, even to drop off/pick up their own children.

### 5.5 ASSISTANCE FROM JPMCC

The Counseling Center is available and should be included in any situations of potential abuse. They can assist in ongoing care for the child and family as well as help in communicating with parents and others in authority. It is not necessary to call the Counseling Center for reporting abuse to the Hotline.

## 6. CYSNA PROTECTION POLICY OFFICE

### 6.1 ROLE OF CPP OFFICE

The CYSNA Protection Policy Office is comprised of Central Support personnel assigned by the Director of Operations to oversee, audit, and train HFBC Staff and volunteers in CPP Policy. It is NOT the responsibility of the CPP Office to recruit or approve volunteers but to oversee and assist in the process. The responsibility of recruiting and screening appropriate adults (or minors in some instances) to serve as volunteers remains with Ministry Leaders.

### 6.2 AUTHORITY/AUDITS

- The CPP Office has the authority to conduct random audits of events, ministries and volunteers throughout the year. The CPP Office has zero-tolerance for non-compliance of the CYSNA Policy and has the authority to refer non-compliance issues to HR. Any issues of non-compliance will result in verbal and written warnings and if necessary, termination of employment.
- The CPP Office is also the final say regarding questions of interpretation of CPP policy.

### 6.3 ROLE OF HR IN THE CPP

The HR Department will intervene when it is understood that the CPP has not been followed by employees and steps to correct those errors by the CPP Office have been unsuccessful. This intervention may include retraining, transfer and/or termination of employment. HR will also ensure that the CPP CODE OF CONDUCT is included during the onboarding process and Ministry Safe training is completed for all staff, regardless of the employee's role.

## 7. RESOURCES

### A. DEFINITION OF TERMS

**Appropriate Adult** — A person deemed safe to interact with kids through the screening of their experience, reputation, involvement, background and previous actions.

**CYSNA** – Children, Youth and Special Needs Adults.

**Failure to protect** — To fail to provide safety in a reasonable way to a child or vulnerable person.

**Grooming** — Establishing an emotional connection with a child, and the adults around the child, to gain access to and time alone with the child with the intention of lowering the child's inhibitions for child sexual abuse.

**Hotspots** — Areas and environments with a higher risk for abuse to occur due to isolation, inability to monitor, or other risk factors. They include transportation, bathrooms, closets, camp lodging or secluded areas.

**Ministry Leader** — A Minister or Director over an area of ministry that works with kids or interacts with kids in a significant way. Examples are: Children's Minister, Go Houston Coordinator, Ministry Coordinator for after-school programs at Faith Center, etc.

**Minor** — Any person under the age of 18. May also be referred to as "child."

**Peer-to-Peer Abuse** — Any of the types of abuse listed below where the abuser is also a child, youth or special needs adult.

**Red Flag** — An issue or incident that raises alarm as to someone's "appropriateness" for serving with kids.

**Screener** — A person selected by a Ministry Leader who completes the training necessary to be considered "certified."

#### **Types of Abuse:**

- **Emotional** — A pattern of behavior that causes adverse effects on a child's emotional development including shaming, humiliating, rejecting, or name calling.
- **Neglect** — Ongoing failure to provide for a child's physical, educational, emotional, social, or safety needs.
- **Physical** — Any act that results in a non-accidental physical injury. This may include but is not limited to hitting, punching, pinching, kicking, etc.
- **Sexual** — Includes direct or indirect sexual exploitation of a child by involving them (or threatening to involve them) in sexual activities (physical, verbal, visual, or psychological).
- **Spiritual** — Occurs when someone in a position of spiritual power or authority in a faith-based environment misuses their power and the trust placed in them, with the intention of controlling, coercing, or dominating a child.

**Volunteer** — Any person not employed by HFBC participating in ministry activities without compensation

## **B. TEXAS CHILD PROTECTIVE SERVICES INFO**

**Hotline** — 1-800.252.5400

## **C. JULIANNA POOR MEMORIAL COUNSELING CENTER**

- Schedule an appointment — 713.335.6462
- Fees — \$100/session for non-HFBC members, \$50/session for HFBC members
- Scholarships available
- Sessions last for 45 minutes
- Services offered:
  - Individual and Couple Counseling
  - Family Counseling
  - Adolescent Counseling – Anxiety, depression, same-sex attraction, gender dysphoria.
  - Preparation for Marriage
  - Life Transitions
  - Group Counseling
  - Support Group

## **D. CYSNA PROTECTION POLICY OFFICE**

### **Houston's First Baptist Church — The Loop Campus**

- Assoc. Director of Operations — Claire Bonilla
  - Email: [Claire.Bonilla@HoustonsFirst.org](mailto:Claire.Bonilla@HoustonsFirst.org)
  - Phone: 713.957.7809
  - Office: Rm 140G
- CYSNA Administrator – Amy Thorn
  - Email: [Amy.Thorn@HoustonsFirst.org](mailto:Amy.Thorn@HoustonsFirst.org)
  - Phone: 713.957.5873
  - Office: Rm 140

## E. DISCLOSURE/INCIDENT FORM

### HFBC CYSNA Protection Disclosure/Incident Form

This form is to be used when a child, youth or special needs adult discloses potential abuse to an HFBC staff member or volunteer, or a potential CYSNA protection incident occurs during an HFBC sponsored event. Please provide as much information as possible.

**Reporter's Name:**

**Child's Name:**

**Date of incident:**

**Time of incident:**

**Location of incident:**

**List all people who were present when the incident occurred (adults and children):**

**Provide a detailed description of the incident:**

**Provide a description of any action taken after the incident:**

**Was a report made to DFPS? If yes:**

**Date of report:**

**Case #**

**Name of reporter:**

**Hotline or webform?**

**NOTE:** This report **MUST** be filed with the teacher or adult directly responsible immediately following the accident.

PERSON INJURED	ORGANIZATION _____ DEPARTMENT _____
EXACT PLACE OF ACCIDENT	DATE OF ACCIDENT

**DESCRIPTION OF ACCIDENT:** Give time of accident, situation at the time of the accident, and an explanation of how the accident occurred.

**DESCRIPTION OF INJURY:**

**WITNESSES**

NAME	ADDRESS
NAME	ADDRESS
NAME	ADDRESS

**ACTIONS FOLLOWING THE ACCIDENT**

CHECK APPROPRIATE BOX:

- Child observed by \_\_\_\_\_ and returned to class/activity.
- Child given first aid by \_\_\_\_\_ and returned to class/activity.
- Parent called
- Child taken home
- Child transported to hospital by \_\_\_\_\_
- Other: \_\_\_\_\_

Signature of Teacher/Adult  
in charge at time of accident: \_\_\_\_\_

Signature of person filing report: \_\_\_\_\_

Date \_\_\_\_\_

**Signature of parent:** \_\_\_\_\_

Date \_\_\_\_\_



## Notes

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# Summer Camps/Trips Safety E-mail

To:

BH: Jana, Katelyn, Elizabeth

Children: Chanda, Chris

Students: Mark Cole, Garrett, Clayton

Senior Adults: Woods, Janet

CC: Debbie, Pattie, Bill, Hope

BCC: Mark Fenn, MW

Team,

As we get ready for another summer ministry season, I wanted to check in and remind us all about a few IMPORTANT reminders about church-provided transportation and general safety.

The safety of our children, students, adults and volunteer leaders is, of course, paramount in everything we do. It goes without saying that safety sometimes results in inconvenient delays to our schedule and planning. I know you know this, but let me say it anyway: BEING SAFE IS ALWAYS OUR FIRST PRIORITY.

Thank you in advance for all the ways you diligently prepare and execute camps, trips and events through the summer months!

Let me direct you to pay close attention to these key safety measures:

- 1. Adult Supervision** — Adult leaders should be evenly spaced out across all parts of summer ministry events. This is especially important on any church-provided transportation of any duration. Ensure that adult leaders and staff are distributed proportionately across multiple buses and vans whenever we are transporting adults or minors on a church-sponsored trip.
- 2. Hot Weather Contingencies** — Plan in advance for any hot weather contingencies, such as bus or van mechanical issues. Bottled water is an absolute necessity for summer trips, since some situations could arise where it would be important to have quick access to water in a dangerously high-temperature environment for extended periods.
- 3. General Safety** — In any contingency such as those described above, remember our first responsibility is the safety of our kids, students, adults and adult volunteers. That remains true at all times during transport and while at a church event. Our abuse prevention policies remain in full force at all times for any event and that means that no adult should be alone with a minor at any time. As always, watch for signs and signals if any adult leader appears to be overanxious or eager to create opportunities for adult/minor time away from the group. Be alert for trip and fall hazards, especially with relation to entering and exiting busses and vans (especially important for senior adult trips).

- 4. Backup Transport Plans and Protocols** — The bus rental company is responsible for backup transportation in the event of an on-the-road breakdown. Depending on the situation, this may take some time and kid/student/adult safety is paramount and our FIRST RESPONSIBILITY. Be sure to have a clear transport breakdown contingency plan when traveling in multiple vehicles. Never leave a broken down bus or van behind unless its occupants are safe and replacement transport is on the way. If it is excessively hot, make plans to get stranded individuals to an air-conditioned rest stop or other area, especially if the ETA of replacement transportation is not known.
- 5. Medical Releases and Liability Waivers** — Be sure to have designated leaders on each bus with access to appropriate medical releases. Answer these important questions:
- Who has the list of every kid/student/adult volunteer on each bus or van? (Every bus or van leader—and overall event leader—should be able to account for their charges and be aware of any medical conditions present)
  - If a medical emergency occurs during transport, do your leaders know what to do?
  - Who has the release form required for medical care if a kid/student/adult volunteer is taken to a hospital?
- 6. Equipment and Vehicle Maintenance** — As a trip and event leader, you have the right to require a replacement bus or van if there are major mechanical issues with the vehicle provided by the rental company. Among any range of serious mechanical issues, it's important to have properly functioning air conditioning in the summer months, for example. If you are uncomfortable with any other issue, huddle with other leaders and insist on a replacement if you see anything that compromises safety.

Thank you for everything you do to ensure the safety of our people in the days ahead.

Be safe and well,

Tim

## FIRST WEST | Sex Offender Policy & Covenant

First West accepts as central to its mission the establishment and maintenance of a caring environment for every child of God, not just our own children, and a place of grace for all, including those whose crimes are public knowledge. Knowing that children are at risk, not yet having the ability to protect themselves, First West determines to provide protection for them and the entire First West family by carefully monitoring any sex offender who wishes to take part in the life of this church family.

First West believes that God's grace has been extended to all; that grace invites repentance, and repentance requires acknowledgement of sin, sorrow for sin, and a turning away from sin, all with the support and prayers of God's people. In that context, First West determines to provide a means whereby a sex offender can live in that grace in the life of this Church family as long as he/she cooperates with the policies and procedures of First West. For the benefit and protection of all people, if a sex offender, registered or unregistered, wishes to attend First West, First West requires that the sex offender enter into this Accountability Covenant, as a condition of their participation at First West and prior to attending any services or activities on Church property. For purposes of this Accountability Covenant, these persons are hereinafter referred to as "Participant."

### **Policy and Procedures**

- Participant must sign a release permitting First West to contact Participant's probation officer for specific information about Participant's offense(s).
- First West may contact Participant's probation officer and request the probation officer's recommendations on whether that the Participant should be allowed to attend the Church and, if so, under what conditions.
- First West may notify its insurance carrier to inform them of Participant's record and to discuss policy coverage.
- Prior to being allowed to attend service or activities, Participant must have an initial meeting with at least one member of the First West Senior Lead Team and at least one representative of the First West Safety Team to discuss whether participation at First West will be permitted and, if so, to establish the terms of participation. The parole or probationary officer may be invited to attend this meeting. First West representatives may, at their sole discretion, refuse to allow the Participant to attend the Church. This decision shall be an exercise of judgment by the leadership of the Church considering all of the facts and circumstances including, but not limited to, the nature of Participant's offenses, history, repentance and recommendations of Participant's probation officer.
- Participant must adhere to all applicable additional requirements deemed necessary by First West representatives and must sign the attached Accountability Covenant in order to take part in the life of the Church:

1. Participant will be identified to all pastoral staff and Children/Student Ministry leaders by name and photo.
2. Participant is not permitted to be involved in any preschool, children's or student ministries.
3. Participant is not permitted to be in the Children's Ministry education wing or classrooms (both 1<sup>st</sup> and 2<sup>nd</sup> floors), the Hangar, indoor or outdoor playgrounds, the Weber Next Generation Building, or any other area where children/ youth activities may be taking place.
4. Participant must be actively involved in a treatment program /counseling with a qualified professional until such time that the mental health professional is willing to write a letter to the Church stating that the individual no longer requires treatment.
5. Participant must agree to ongoing, full disclosure to First West leadership of Participant's sex offender status, including any new offenses or developments in his/her case; Participant must further agree that Participant's parole or probation officer may be contacted for periodic updates.
6. Participant shall be required to be physically accompanied *at all times* by one or more assigned accountability partners while attending services or activities on campus or Church activities off campus where children may be present. First West may require that an accountability partner submit monthly documentation of Participant's attendance to Church representatives and the Safety Team, which will monitor Participant's compliance with the Accountability Covenant.
7. Accountability partners, staff or Church leaders who become aware of any violation of the Accountability Covenant will notify First West Senior Leadership or the Safety Team immediately.
8. First West representatives may conduct an annual review meeting with Participant, and reviews of compliance may be conducted as often as First West deems necessary.
9. Other terms and conditions may be added to the Accountability Covenant on a case-by-case basis as deemed appropriate by First West leadership for the protection of members, guests and the Participant.
10. Should Participant not comply with the requirements, the Participant will be required to discontinue attendance and participation in all services and activities of First West, on or off campus, and will be prohibited from being on any First West campus.

## Sex Offender Covenant

I, \_\_\_\_\_, as a sex offender who has received salvation through faith in Jesus Christ, promise my Church family at First West, that I will adhere to First West Sex Offender Policies and the following guidelines for the protection of the children, the Church and my witness as a Christian:

1. I understand that First West representatives may contact my parole or probation officer to whom I will report as often as they deem necessary.
2. I have received permission from my parole or probation officer to attend church services.
3. I will continue to participate in a treatment program with a qualified professional until that professional notifies the church in writing that such treatment is no longer required.
4. I will not participate or work with minors in any capacity. I will participate in ministries involving only adults.
5. I will refrain from any physical, verbal or digital (e.g., e-mail, texting, social media, etc.) contact with minors (anyone under 18 years of age) that attend First West.
6. I will refrain from being present in any part of the Church facility where nursery, preschool, children or student activities are in session.
7. I will refrain from placing myself in a questionable or compromising position regarding special needs/mentally challenged adults or members of the opposite sex attending Church events.
8. I agree to notify First West Senior Leadership within 24 hours of being contacted by any law enforcement officer concerning any new charges or allegations.
9. I will consult with First West Church leadership before committing to participate or serve any ministry opportunity (i.e., volunteer activity or event). When in doubt regarding my involvement with a specific activity, I will consult in advance with appropriate Church leadership for permission to participate.
10. I will submit to the authority of an appointed or approved accountability partner if deemed necessary by First West leadership and follow any addition guidelines or arrangements as required by First West.
11. I understand that if I violate any of these conditions, I will be required to meet with First West representatives to review the circumstances at a time and place of their choosing.

I, \_\_\_\_\_, have read and understand this Accountability Covenant. Before God and my Church family, I commit to maintain this Accountability Covenant. If I fail to comply with this covenant in any way, no matter how minor, I understand that First West may revoke my participation privileges in this church, its events and functions and I may no longer be able to come on to First West property.

I consent to and will execute any and all documents necessary to allow First West to obtain any of the information or make any of the contacts described herein or as may be reasonably requested by First West. I further state that such requests will not invade any confidentiality or privacy rights that I may have and I expressly waive any privacy rights or confidentiality. Additionally, I expressly authorize First West to reasonably disseminate any and all information it learns directly and/or indirectly from me and/or from documents I have authorized First West to obtain and/or review to give effect to this Accountability Covenant. Notwithstanding any of the above, I further acknowledge that First West may terminate, limit, or modify in any manner at its sole discretion at any time, with or without reason or explanation, my ability to attend First West and/or participate in Church activities as set forth above.

_____	_____	_____
Participant Signature	Printed Name	Date
_____	_____	_____
Senior Lead Team Member	Printed Name	Date
_____	_____	_____
Global Children's Minister	Printed Name	Date
_____	_____	_____
Global Student Minister	Printed Name	Date
_____	_____	_____
Accountability Partner) (if required)	Printed Name	Date



**KEEP YOUR  
CHURCH  
OUT OF  
COURT**



**SEMINAR**

**Section 4  
Liability & Personal Injury  
Lawsuits**



# KEEP YOUR CHURCH OUT OF COURT



## SEMINAR

### Section 4

## Liability & Personal Injury Lawsuits

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by Adventist Risk Management, Inc.	



## Section 4 Outline

### Liability & Personal Injury Lawsuits

#### Lawsuits & Legal Maneuvers

- Accidents, mishaps and injuries on church property can result in personal injury lawsuits.
- What to Do When an Accident Occurs:
  - Administer first aid, call 9-1-1 and ensure the injured party receives quality care.
  - Ensure the comfort of the injured party and communicate the church's desire to care for personal, spiritual and physical needs.
  - File a Medical Payments Coverage (MedPay) claim with the church's insurance company. MedPay helps pay medical expenses for an injured party after an accident, regardless of fault. Provide claim information to the injured party.
  - Communicate regularly with the injured party to convey the church's goodwill and ensure prompt resolution of their claim.
  - Work in good faith for the injured party's good health and personal restoration. Mediate with your insurance company as necessary to expedite the claim process.
- What Happens When You Get Sued?
  - Demand Letters – A Demand Letter is official notice that states the harm suffered by the sender, requests relief, and may threaten legal action. Demand Letters may include a demand for compensation. Understand that an attorney's Demand Letter is not legal action, although the threat of legal action may be present.
  - Legal Action – Legal action may be initiated against the church seeking a remedy for a range of claims, including personal injury and abuse. Treat every legal action with care but recognize that the fact of litigation does not constitute a case with merit or confer a finding of guilt. The filing of a lawsuit is just another step in the often drawn-out and convoluted legal process. In many cases, legal action results in negotiation and steps toward a settlement as both parties seek to avoid the expense (and liability exposure for the defendant) of going to trial.
  - Interrogatories – When lawsuits are filed, interrogatories are used to gather information and clarify facts in a pending case. This discovery tool is a written set of questions that often cover a broad range of relevant (and sometimes less pertinent) topics and information. Always provide accurate and complete answers without evasion.



- Internal Documents and Communication – Discovery in any lawsuit includes the requirement to submit relevant internal documents, e-mails, texts, policies, administrative paperwork and other communication to the plaintiff’s legal team. Recognize that any document in these categories is subject to discovery. Keep good records and preserve pertinent material whenever an accident, mishap or injury occurs on church property. Keep in mind that anything you say on the record will be admissible as evidence in any legal action.
- Intimidation Tactics – Be prepared for formal letters, direct language, threatening what-ifs, settlement outcomes, voluminous information requests, detailed interrogatories, legal language complexity (legalese) and more. Don’t be intimidated by opposing counsel and always ensure robust representation for yourself and your church. Recognize that opposing attorneys are required to practice law within the boundaries of professional legal conduct. They may advocate forcefully for their clients but must do so with a firm adherence to well-established ethical rules.
- Insurance Company’s Role – In any lawsuit, your first line of defense will be your insurance company’s legal team. For personal injury, abuse and other legal claims, they will provide representation in fulfillment of the terms of your liability coverage. Mitigating risk and managing liability is the goal in most personal injury claims and so recognize this at the start.
  - Personal Injury Claim E-mail\* ..... 91
- Settlements – Settlements often occur during the negotiation period after a lawsuit has been filed by an injured party. Be sure to provide relevant information to your insurance company to aid in their response to any pending legal action.

#### **Waivers of Liability & Incident Documentation**

- Waiver of Liability & Medical Release – Minor\* ..... 97  
Any event, activity, camp or transportation event with minors requires a Waiver of Liability and Medical Release. Medical Releases should be accessible to leaders during all phases of an event with extended travel time. Since medical events can occur at any time, this includes bus transportation, hotel stays and summer camps.
- Waiver of Liability & Medical Release – Adult\* ..... 99  
Require Waivers of Liability for any adult event or activity involving church-sponsored transportation or extended travel time away (hotel stays, bus travel, etc.). Adult waivers are especially important for senior adult activities, where trip hazards in new environments increase your liability exposure.



- Incident Report\* ..... 101  
Incident Reports record unusual events that may not qualify as an accident or mishap. This could be minor altercations, verbal conflict with church leaders, argumentative behavior, abusive conduct or language, and other events above the reporting threshold. When in doubt about whether to record a borderline incident, encourage leaders to do so as a precaution.

### **Risk Assessment & Management**

- “Church Self-Inspection Form” by Adventist Risk Management, Inc.\* ..... 103  
While there is no way to prevent every lawsuit or assess and mitigate all risk, regular safety inspections and risk assessments are an important tool for encouraging safety, preventing accidents and mitigating personal injury claims. Most insurance companies offer or mandate safety assessments via their own Insurance Inspectors. Churches can also conduct regular self-inspections for an added layer of protection.

\* Document Attached



# 3-8-23 Claim [REDACTED] E-mail

**From:** Tim Spencer

**Sent:** Wednesday, March 8, 2023 1:41 PM

**To:** [REDACTED]

**Cc:** [REDACTED]

**Subject:** Claim [REDACTED]

Kim,

For your records, I have attached photos of the area in which the fall/injury occurred.

These photos were taken on February 28<sup>th</sup> with house lights in the "standby/maintenance" position. This is the lighting that is normally present after the service concludes and during which time the fall occurred.

I wanted to send these photos because a long-planned renovation of worship center broadcast, production and stage/scenic elements is about to begin. During this renovation, the area in question will be removed and replaced.

Please let me know if you have any questions.

Sincerely,

Tim

Tim Spencer

Executive Pastor

First West

318-322-2088 (Executive Office)

901-619-2516 (cell)

[www.about.me/TimLSpencer](http://www.about.me/TimLSpencer)

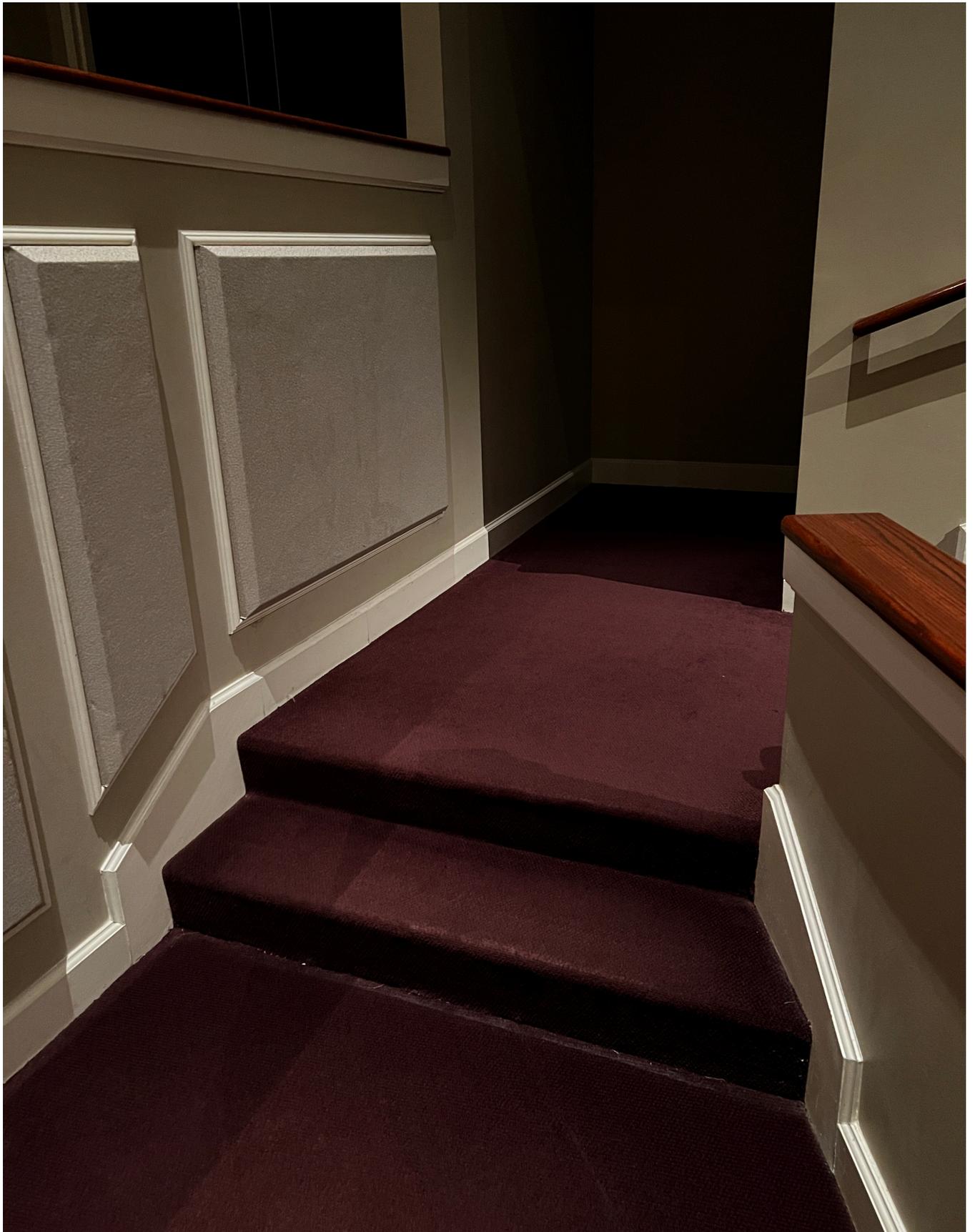
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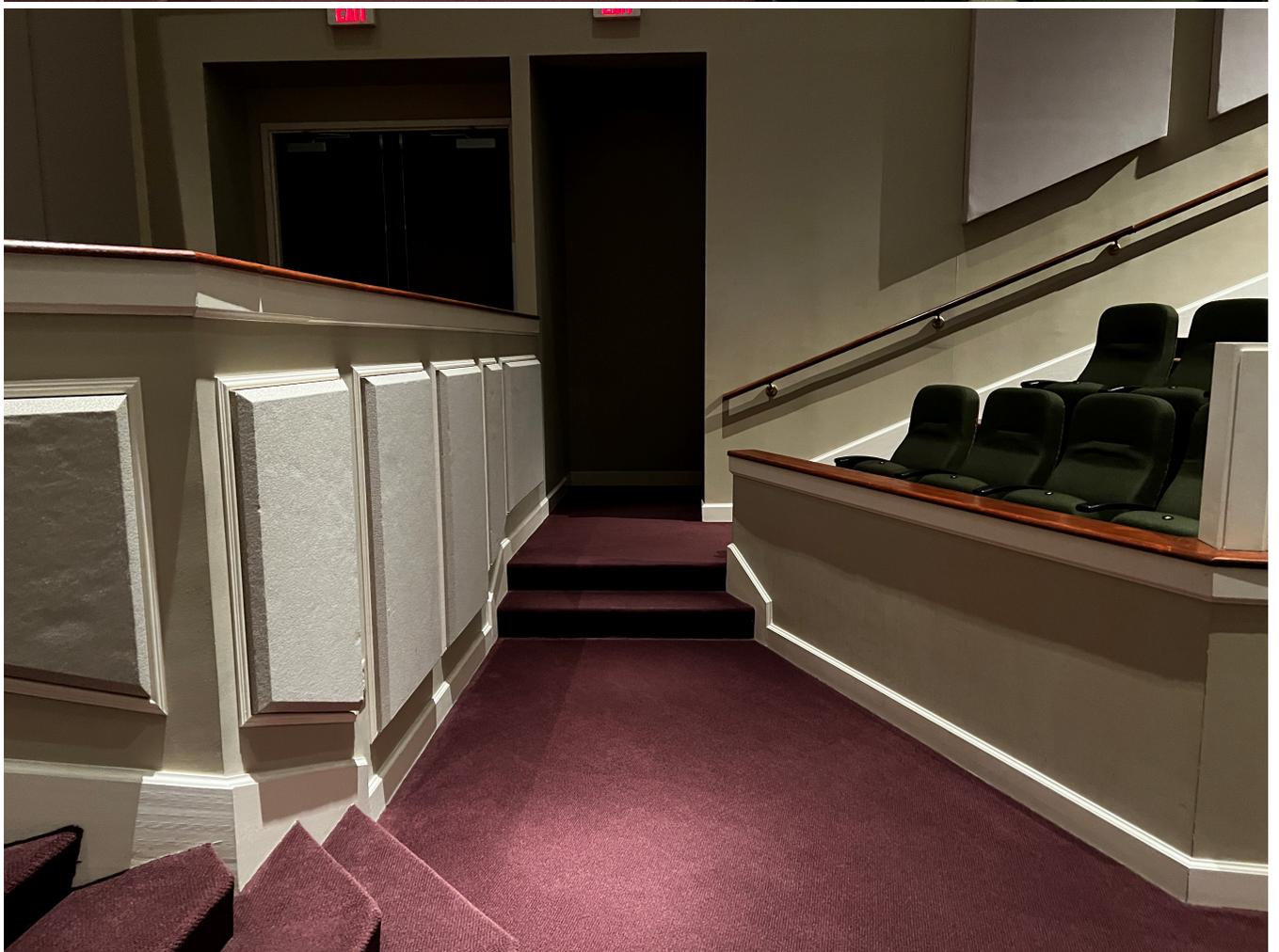
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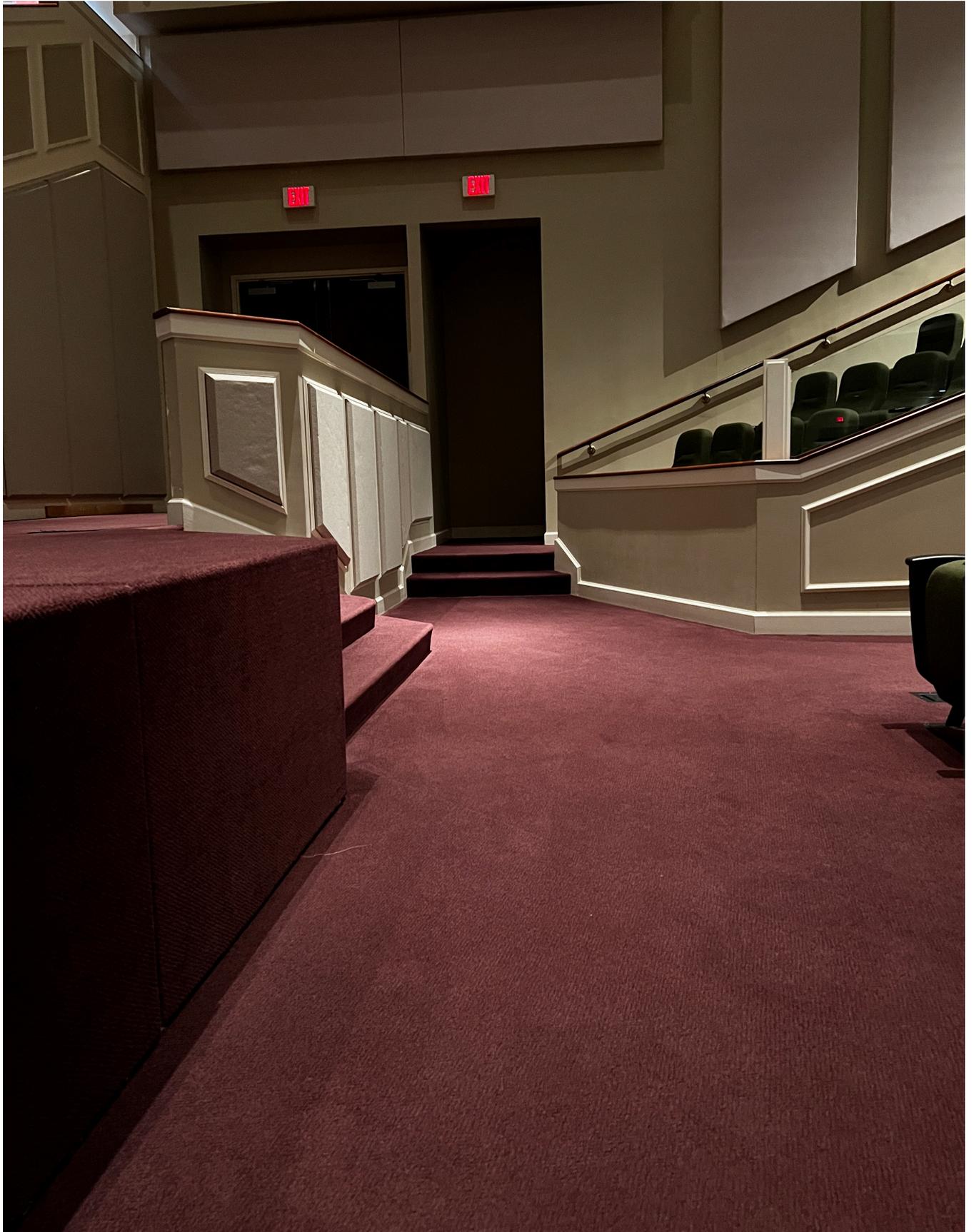
@TimLSpencer

[www.fb.com/TimLSpencer](http://www.fb.com/TimLSpencer)

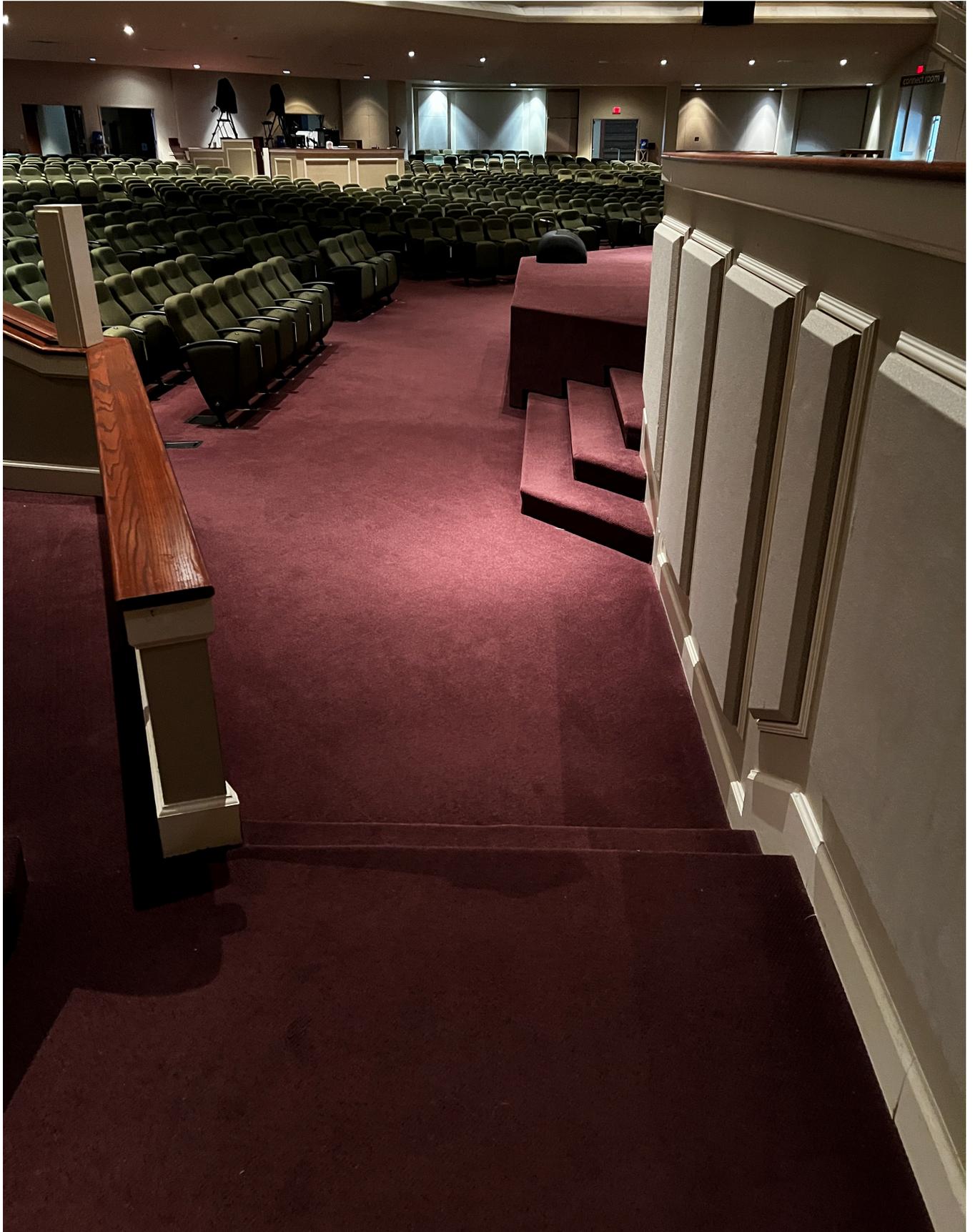
[www.firstwest.cc](http://www.firstwest.cc)











# Waiver of Liability

## Minor Participation Authorization and Consent to Emergency Medical Treatment



I, the undersigned, certify that I am the parent or legal guardian of \_\_\_\_\_  
(hereafter the "minor child").

I hereby give my consent to have my minor child participate in the following First West activity:  
\_\_\_\_\_ (hereafter "the activity") on or  
about \_\_\_\_\_, 20\_\_\_\_.

I recognize that there are risks involved in participating in this activity and hereby assume all risk of injury,  
harm, damage, or death to my minor child in connection with his/her participation in this activity.

To the fullest extent permitted by law, I release First Baptist Church of West Monroe, Inc. (First West), as  
well as their trustees, officers, directors, employees, agents and representatives from any injury, harm,  
damage or death which may occur to my minor child while participating in the activity and agree to save  
and hold harmless these organizations, its trustees, officers, directors, employees, agents and  
representatives from any claims arising out of my minor child's participation in the activity.

Further, being the parent or legal guardian of the minor child, I do consent to any medical, surgical, x-ray,  
anesthetic, or dental treatment that may be deemed necessary for my minor child. I understand that  
efforts will be made to contact me prior to treatment but, in the event I cannot be reached in an  
emergency, I give permission to the activity leader to make the decisions necessary for treatment.  
Should there be no activity leader available, I give permission to the attending physician to treat my minor  
child. As parent or legal guardian, I understand that I am responsible for the health care decisions of my  
minor child and agree that my insurance plan is the primary plan to pay for the medical, dental, or hospital  
care or treatment that is given to my minor child. Any insurance policy of the church or organization  
sponsoring this event will be used as the secondary coverage.

Parent or Legal Guardian Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Work/Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Minor's Name: \_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Family Physician: \_\_\_\_\_ Office Phone: \_\_\_\_\_

Health Insurance Provider: \_\_\_\_\_

Special Medical Conditions/Allergies: \_\_\_\_\_

Current Medications Being Taken: \_\_\_\_\_

**PLEASE TURN OVER AND COMPLETE PAGE 2**

# Waiver of Liability

## Minor Participation Authorization and Consent to Emergency Medical Treatment



Does this child have any medical or health problems, and has this child had any chronic or recurring illness or illnesses which would have an effect on the child's participation in this Activity?    Yes     No

If Yes, Describe Condition or Illness: \_\_\_\_\_  
\_\_\_\_\_

Other Comments: \_\_\_\_\_  
\_\_\_\_\_

Person authorized to act on your behalf in an emergency:

Name: \_\_\_\_\_

Work/Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

### Communication & Photo Release

I understand that photos and videos of my minor child will be taken while at First West events and may be used in any First Baptist Church of West Monroe publication or promotional piece. I also understand that publication of these photographs may be accomplished electronically via the internet/world wide web and that after publication, the church will be unable to prevent other persons or entities from gaining access to the internet/world wide web, copying photographs and/or videos, and subsequently using, altering, or republishing them without my consent.

I waive my claim for damages against the church from unconsented use, alteration, or republication of photographs and/or videos of my child by third parties accessing the internet/world wide web.

Registering for a First West event opts you in for email and phone text messages from First Baptist Church of West Monroe.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: Witnesses must be OVER 18 years of age and must attest to the validity of the adult/guardian signature on this release.**

**Two witnesses and dates of signature are REQUIRED for this form.**

# Waiver of Liability

## Event Participation Authorization and Consent to Emergency Medical Treatment



I, the undersigned, certify that my name is \_\_\_\_\_.

I hereby consent to participate in the following First West activity:  
\_\_\_\_\_ (hereafter "the activity") on or  
about \_\_\_\_\_, 20\_\_\_\_\_.

I recognize that there are risks involved in participating in this activity and hereby assume all risk of injury, harm, damage, or death to myself in connection with participation in this activity.

To the fullest extent permitted by law, I release First Baptist Church of West Monroe, Inc. (First West), as well as their trustees, officers, directors, employees, agents and representatives from any injury, harm, damage or death which may occur while participating in the activity and agree to save and hold harmless these organizations, its trustees, officers, directors, employees, agents and representatives from any claims arising out of my participation in the activity.

Further, I do consent to any medical, surgical, x-ray, anesthetic, or dental treatment that may be deemed necessary for myself if incapacitated. I understand that efforts will be made to consult with me prior to treatment but, in the event I cannot respond during an emergency, I give permission to the activity leader to make the decisions necessary for treatment. Should there be no activity leader available, I give permission to the attending physician to treat me. I understand that I am responsible for my health care decisions and agree that my insurance plan is the primary plan to pay for my medical, dental, or hospital care or treatment that is given. Any insurance policy of the church or organization sponsoring this event will be used as the secondary coverage.

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Work/Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Family Physician: \_\_\_\_\_ Office Phone: \_\_\_\_\_

Health Insurance Provider: \_\_\_\_\_

Special Medical Conditions/Allergies: \_\_\_\_\_

Current Medications Being Taken: \_\_\_\_\_

Do you have any medical or health problems, and have you been diagnosed with any chronic or recurring illness or illnesses which would have an effect on your participation in this Activity?  
Yes  No

**PLEASE TURN OVER AND COMPLETE PAGE 2**

# Waiver of Liability

## Event Participation Authorization and Consent to Emergency Medical Treatment



If Yes, Describe Condition or Illness: \_\_\_\_\_

Other Comments: \_\_\_\_\_

Person authorized to act on your behalf in an emergency:

Name: \_\_\_\_\_

Work/Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

### Communication & Photo Release

I understand that photos and videos of my likeness will be taken while at First West events and may be used in any First Baptist Church of West Monroe publication or promotional piece. I also understand that publication of these photographs may be accomplished electronically via the internet/world wide web and that after publication, the church will be unable to prevent other persons or entities from gaining access to the internet/world wide web, copying photographs and/or videos, and subsequently using, altering, or republishing them without my consent.

I waive my claim for damages against the church from unconsented use, alteration, or republication of photographs and/or videos of my likeness by third parties accessing the internet/world wide web.

Registering for a First West event opts you in for email and phone text messages from First Baptist Church of West Monroe.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: Witnesses must be OVER 18 years of age and must attest to the validity of the adult signature on this release.**

**Two witnesses and dates of signature are REQUIRED for this form.**





The background of the page is a stylized, light-colored illustration of a church interior. It shows rows of wooden pews, a central aisle, and a raised platform at the front with a pulpit and a baptismal font. The illustration is rendered in a soft, painterly style with a warm color palette of oranges, yellows, and browns.

# Church Self-Inspection Form

Your checklist for  
monitoring safety and  
risk control in all areas  
of your church facility

For more school safety resources, visit  
[adventistrisk.org](http://adventistrisk.org)



# CHURCH SELF-INSPECTION FORM

Questions about safety or risk control?  
Contact our specialists at [customercare@adventistrisk.org](mailto:customercare@adventistrisk.org)

CHURCH:

DATE:

INSPECTOR:

TITLE:

NOTE: The following list of inspection topics provides a form for identifying the “basic” items identified in the Church Safety and Self-Inspection Guide. This is by no means a complete list of risk control exposures for a church. A “NO” response in the following topics may indicate a need for additional safety/risk management measures.

## ▷ ADMINISTRATIVE

CHECKLIST	YES	NO	N/A	DESCRIPTION / RECOMMENDATION
1. Does the church have a Safety Officer	YES	NO	N/A	
2. Child-abuse prevention program is in place	YES	NO	N/A	
3. Six-month rule utilized for new volunteers	YES	NO	N/A	
4. Criminal background check performed on employees and volunteers	YES	NO	N/A	
5. Is there a Church Safety committee	YES	NO	N/A	
6. Written safety rules	YES	NO	N/A	
7. Employee and Volunteer health and safety training program	YES	NO	N/A	
8. Preventive maintenance program for church premises	YES	NO	N/A	
9. Prompt repairs of leaks and deterioration	YES	NO	N/A	
10. Written church emergency plan	YES	NO	N/A	
11. Staff, SS teachers, elders, deacons and volunteers know roles in emergency	YES	NO	N/A	



## ▷ CHURCH PROTECTION

CHECKLIST	YES	NO	N/A	DESCRIPTION / RECOMMENDATION
1. Sprinkler systems (if installed) inspected annually	YES	NO	N/A	
2. Multipurpose fire extinguisher within 75 feet throughout the building	YES	NO	N/A	
3. Fire extinguishers visually checked monthly for tampering	YES	NO	N/A	
4. Smoke/heat detectors - serviced twice a year	YES	NO	N/A	
5. Do you have the Fire alarm systems in place?	YES	NO	N/A	
6. Fire alarm systems tested and serviced annually	YES	NO	N/A	
7. Hard-wired carbon monoxide detectors where fossil fuel systems are used	YES	NO	N/A	
8. Do you have lightning protection in place?	YES	NO	N/A	
9. Do you have security system in place?	YES	NO	N/A	
10. Fire and security system monitored by central station	YES	NO	N/A	
11. Dusk-to-dawn perimeter lighting	YES	NO	N/A	
12. Trees/shrubs trimmed regularly (crime prevention)	YES	NO	N/A	
13. Lawnmowers, equipment fuel, and other flammables stored in separate storage shed	YES	NO	N/A	
14. Key/access card inventories maintained	YES	NO	N/A	
15. Keys marked "Do Not Copy"	YES	NO	N/A	
16. Written list with photographic inventory of building contents and valuables	YES	NO	N/A	



## ▷ THE CHURCH GROUNDS

CHECKLIST	YES	NO	N/A	DESCRIPTION / RECOMMENDATION
1. Parking lot free of potholes, cracks, debris	YES	NO	N/A	
2. Sidewalks in good condition	YES	NO	N/A	
3. Snow and ice removed before services	YES	NO	N/A	
4. Downspouts do not flow water across walkways	YES	NO	N/A	
5. All steps have handrails	YES	NO	N/A	
6. Spaces in railings/balusters less than 4"	YES	NO	N/A	
7. Step railings firmly secured	YES	NO	N/A	
8. Accessible ramps available for handicapped	YES	NO	N/A	
9. Open sides of steps/platforms protected with railings	YES	NO	N/A	
10. Ramps have guide and upper rails	YES	NO	N/A	
11. Parking lots and sidewalks well lit	YES	NO	N/A	
12. Fences/gates in good condition	YES	NO	N/A	
13. Driveway chain barriers have reflectors	YES	NO	N/A	



▷ **ENTER WITHOUT RISK (FALL PREVENTION)**

CHECKLIST	YES	NO	N/A	DESCRIPTION / RECOMMENDATION
1. Non-slip rugs and mats with tapered edges inside entrances	YES	NO	N/A	
2. No torn or wrinkled carpets, loose or damaged tiles or flooring	YES	NO	N/A	
3. No cords or speaker wires across floors, aisles or doorways	YES	NO	N/A	
4. Wet floor signs used, spills mopped immediately	YES	NO	N/A	
5. Aisles, steps, exit passageways free of boxes, chairs, musical instruments, etc.	YES	NO	N/A	
6. Interior steps and elevation changes have handrails	YES	NO	N/A	
7. Handrails have minimum 1.5 inch clearance between rails and walls	YES	NO	N/A	
8. Handrails secure	YES	NO	N/A	



## ▷ SAFE IN THE SANCTUARY

CHECKLIST	YES	NO	N/A	DESCRIPTION / RECOMMENDATION
1. Aisles clear of cords, podiums, chairs, pianos, candles and other objects	YES	NO	N/A	
2. Exit route maps displayed throughout building	YES	NO	N/A	
3. All exit doors unlocked during occupancy	YES	NO	N/A	
4. Exit doors have panic hardware (not chains and locks, deadbolts, etc.)	YES	NO	N/A	
5. Exit doors: good condition and function properly	YES	NO	N/A	
6. Exit doors swing in direction of exit travel	YES	NO	N/A	
7. Rooms with 50 or more occupants or over 1000 sq ft have two exit doors	YES	NO	N/A	
8. Exit doors serving 100 or more have panic hardware (50 or more some jurisdictions)	YES	NO	N/A	
9. Room occupancy posted for "Assembly" areas	YES	NO	N/A	
10. Lighted Exit signs throughout	YES	NO	N/A	
11. Emergency lighting installed and operative	YES	NO	N/A	
12. Pews/seating secured and in good repair	YES	NO	N/A	
13. Doors, passageways and stairs that might be mistaken for exits labeled "NO EXIT"	YES	NO	N/A	
14. Dead-end corridors do not exceed 20 feet	YES	NO	N/A	
15. Lighting adequate throughout building	YES	NO	N/A	
16. Paper and combustible decorations do not exceed 20% of wall they are on area covered in classrooms	YES	NO	N/A	
17. Vision panels into classrooms and offices	YES	NO	N/A	
18. Glass doors/mirrors have designs or etched markings to prevent accidents	YES	NO	N/A	



## ▷ MOTHERS' ROOM / REST ROOM

CHECKLIST	YES	NO	N/A	DESCRIPTION / RECOMMENDATION
1. Electrical outlets within 6 feet of sinks have GFCI protection	YES	NO	N/A	
2. Mothers' room electrical outlets plugged with safety caps	YES	NO	N/A	
3. Infant change table pads secured and have lips	YES	NO	N/A	
4. Change table has safety straps	YES	NO	N/A	
5. Signage instructing parents to use safety straps and not leave child unattended	YES	NO	N/A	
6. Cribs in good condition and meet CPSC guidelines	YES	NO	N/A	
7. Spills wiped up immediately	YES	NO	N/A	
8. No hazardous chemicals accessible in room	YES	NO	N/A	



## ▷ BAPTISMAL TANKS

CHECKLIST	YES	NO	N/A	DESCRIPTION / RECOMMENDATION
1. Microphones and electrical equipment not within reach of baptismal occupants	YES	NO	N/A	
2. Non-slip on steps and bottom of tank floor	YES	NO	N/A	
3. Handrails provided along baptismal steps	YES	NO	N/A	
4. Overflow drain installed	YES	NO	N/A	
5. Filling process monitored to prevent over filling	YES	NO	N/A	
6. Tank drained immediately after use	YES	NO	N/A	
7. Heater turned off/checked after baptism	YES	NO	N/A	



## ▷ MECHANICAL ROOMS / JANITOR CLOSETS

CHECKLIST	YES	NO	N/A	DESCRIPTION / RECOMMENDATION
1. Self-closing fire rated doors	YES	NO	N/A	
2. Locked at all times	YES	NO	N/A	
3. Free of combustibles, flammables and general church storage	YES	NO	N/A	
4. Good housekeeping throughout facilities	YES	NO	N/A	
5. Main switches, shut-off valves and plumbing properly labeled	YES	NO	N/A	
6. General purpose ABC fire extinguisher in a room	YES	NO	N/A	
7. Smoke/heat detection tied to fire alarm system	YES	NO	N/A	
8. Free of poke throughs and other openings in walls and ceilings	YES	NO	N/A	
9. GFCI protection on outlets within 6 feet of sinks	YES	NO	N/A	
10. Three feet of clear space in front of electrical panels	YES	NO	N/A	
11. All electric/mechanical equipment and junction boxes covered	YES	NO	N/A	
12. Pinch/nip points on equipment guarded	YES	NO	N/A	
13. Chemicals properly labeled and stored	YES	NO	N/A	
14. Material Safety Data Sheets (MSDS) available in church office	YES	NO	N/A	
15. Personal protective equipment (PPE) available and worn, as required for task	YES	NO	N/A	



## ▷ KITCHENS / FELLOWSHIP HALLS

CHECKLIST	YES	NO	N/A	DESCRIPTION / RECOMMENDATION
1. Exits clear and adequately marked	YES	NO	N/A	
2. Room occupancy posted	YES	NO	N/A	
3. Exhaust filters, ducts and hood cleaned on a regular basis	YES	NO	N/A	
4. Heat detection provided	YES	NO	N/A	
5. Multi-purpose or Type "K" extinguisher in kitchen	YES	NO	N/A	
6. Hood and duct fire suppression system installed where usage dictates need	YES	NO	N/A	
7. Stoves with fire suppression serviced semi-annually	YES	NO	N/A	
8. Kitchens free of grease accumulations	YES	NO	N/A	
9. Refrigeration coils, motors and compressors clean	YES	NO	N/A	
10. Foods in refrigerators and freezers covered and labelled	YES	NO	N/A	
11. Safety latches on walk in freezers and coolers	YES	NO	N/A	
12. Floors clean and free of spills	YES	NO	N/A	
13. Mops and "caution" signage available	YES	NO	N/A	
14. Tables and chairs in good condition	YES	NO	N/A	
15. Tables and chairs in racks and not stacked against walls	YES	NO	N/A	
16. Adequate aisles maintained between tables and chairs for safe egress	YES	NO	N/A	



▷ **ADDITIONAL FINDINGS**

DESCRIPTION	RECOMMENDATION
-------------	----------------

▷ SELF-INSPECTION COMPLETED BY:  
(All participants to sign)

DATE (MM/DD/YYYY):

DATE (MM/DD/YYYY):

DATE (MM/DD/YYYY):

▷ REVIEWED BY:

DATE (MM/DD/YYYY):

TITLE:





**KEEP YOUR  
CHURCH  
OUT OF  
COURT**



**SEMINAR**

**Section 5  
Insurance Coverage  
Disputes**



**KEEP YOUR  
CHURCH  
OUT OF  
COURT**   
**SEMINAR**

**Section 5  
Insurance Coverage  
Disputes**

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## Section 5 Outline

### Insurance Coverage Disputes

#### Insurance Issues

- Price Increases – Commercial businesses, nonprofits and churches face rising insurance costs and diminished coverage in some geographic regions and across a range of policy lines. Insurance companies that have suffered significant losses in some markets have chosen either to cease writing new policies or to exit those markets (and states) altogether. Most states require a 30-day notice for insurance policy cancellations, but this requirement offers a narrow window to find a new carrier and underwrite a new comprehensive insurance policy.
- Limited Insurance Options – While other insurance options do exist, churches have traditionally received insurance coverage from three primary companies: Church Mutual Insurance, GuideOne Insurance and Brotherhood Mutual Insurance. The benefit of these three companies is familiarity with the unique needs and requirements that exist for ministry activities in a local church. With the departure of some of these traditional carriers from some local markets churches are looking carefully at other insurance options, including commercial divisions at mainline companies like State Farm. Recognize that when a non-renewal occurs (a cancellation of an existing policy at the end of its term), a church must quickly find a new carrier, underwrite that policy and execute the agreement in a short period of time.
- Reduced Coverage – One area where insurance coverage has been reduced in many coastal areas (but expanding further inland) is wind/hail coverage. Almost all new policies and renewals feature a wind/hail exclusion effectively reducing coverage for roof damage to almost zero for these events. Inland areas may feature a 2% exclusion based on the full assessed value of church property. For example, a policy that values its buildings at \$20 million would correlate to an annual wind/hail exclusion of \$400,000. That means the church is responsible for roof repairs up to \$400,000. Coastal areas are likely to face an even higher 5% wind/hail exclusion. This reduced coverage usually comes at higher cost and places churches and businesses in the unenviable position of almost no coverage in the event of a major weather-related roof claim.
- 2023 Insurance Issues Report\* ..... 119



**Insurance Disputes**

- Denied Claims – The insurance environment is already difficult in light of rising premiums, limited insurance options and reduced coverage, but the most challenging development is the rise of denied claims (either in part or in full). It is important to fully understand the policy provisions, limits, deductibles and exclusions for your church’s property insurance coverage. Recognize that an insurance policy is an agreement between the church and its carrier to provide certain levels of coverage for an annual premium. Both parties have responsibilities in this arrangement and both parties have an interest in the amicable resolution of any disputed claim. Steady negotiation between the church and the insurance carrier can yield a positive result in many situations. In the event a suitable resolution cannot be completed, the church can seek relief for a denied claim in the courts.
- Denied Hail Damage Claim Report\* ..... 121  
This report illustrates steps taken after a denied wind/hail claim. As noted above, steady negotiation with an eye on the time limit for filing a claim is important. The best practice is to file claims as soon as possible after an injury or weather event. In Louisiana claims must be filed within two years of the event in question.
- Policyholders Release\* ..... 123  
When a negotiated resolution to a claim dispute has been reached, the church’s insurance company will require a Policyholders Release to indemnify the insurance company and detail the remediation. This sample release is the final disposition for the disputed wind/hail claim above.

\* Document Attached

# 2023 Insurance Issues Report

## Louisiana Climate and Church Insurance Issues

- **Primary Issues** — Churches across Louisiana are dealing with insurance cancellations and premium increases.
- **Non Renewals** [REDACTED] non renewals are prevalent in the entire state, especially so in almost all coastal areas of the state.
- **Town Hall** — Church insurance issues are substantial enough to warrant a Town Hall with Louisiana Insurance Commissioner Jim Donelon and State Senator Katrina Jackson on Friday, 3/10. This Town Hall as organized under the auspices of the Louisiana Baptist Convention.
- **Denied Claims** — We are aware of several Louisiana churches that have had wind/hail damage claims denied by [REDACTED]. Some of these cases are in litigation.

## Church Mutual Non-Renewal

- **Non Renewal Notification** We were notified by phone of [REDACTED]'s non renewal of our property, liability and umbrella insurance coverage on Tuesday, 2/7. The snail mail letter notification arrived on Wednesday, 2/15.
- **Rationale** — The complete rationale for non-renewal was never officially given, but various issues were mentioned:
  - Louisiana Claims and Litigiousness
  - [REDACTED]'s Desire to Reduce Louisiana Exposure
  - First West's Claim History
  - First West's Insurance Policy Size
- **Other Churches** — We are aware that other churches across the state were not renewed by [REDACTED]. We don't know how large this group may be, but we know that churches within 50 miles of the coast form the highest percentage of non-renewals.

## Insurance Quotes and New Policy

- **Brokers and RFPs** — We have worked with two insurance brokers to prepare request for proposals (RFPs) with various companies. Those brokers are [REDACTED] (Thomas & Farr Agency) and [REDACTED] (Sovereign Insurance Group).
- **Solicitations** In total, our brokers solicited proposals from 15-18 insurance companies:
  - Of this number we confirmed 2 companies willing to make proposals for First West's insurance coverage.
  - [REDACTED] Insurance was able to submit a full proposal by the 3/1 deadline for bound coverage.
  - [REDACTED] Insurance could not complete their proposal by the 3/1 deadline.
- **Large Policy Issue** — One issue faced is that some companies are unwilling to write insurance for large churches (with large policies).
- **Wind/Hail Exclusion** — Another significant issue was a 2% wind/hail exclusion, effectively reducing coverage for roof damage to almost zero for these events:
  - The 2% exclusion is based on the full value of the building. For example, our policy values buildings at 500 Pine Street at \$41,483,000, which correlates to an annual wind/hail exclusion of \$829,660.
  - The 2% exclusion is standard for any new [REDACTED] policies in Louisiana. There are no exceptions.
  - We understand that churches in south Louisiana have even higher 5% wind/hail exclusions.

- We evaluated 3rd party buy-downs for the wind/hail exclusion, but found those options cost-prohibitive:
  - 2% per building down to 1% per building \$56,124.00 premium + fees/taxes \$59,196.01
  - 2% per building down to \$100,000 per building = \$109,526.00 premium + fees/taxes = \$115,188.01
- **Bound Policy** — We executed our binding insurance coverage at 9:00pm on Tuesday, 2/28, beating the 12:00 Midnight deadline by three hours. Coverage remains essentially the same as our prior policy, with the exception of the significant wind/hail damage exclusion detailed above. Here's the summary of the church's new [REDACTED] premiums:
  - Commercial Property, Crime, Inland Marine and General Liability Premium — \$216,247.97
  - Commercial Liability Umbrella Premium \$6,006
  - Commercial Auto Premium — \$13,138
- **Coverage** — Here's the summary of the church's Guide One coverage:
  - Commercial Property Coverage Deductible — \$10,000
  - Commercial Liability Insurance Occurrence Limit \$5,000,000
  - Commercial General Liability
    - General Aggregate Limit — \$4,000,000
    - Each Occurrence Limit — \$2,000,000
  - Personal and Advertising Injury Limit \$2,000,000
  - Counselors Liability
    - Each Claim Limit — \$2,000,000
    - Aggregate Limit — \$4,000,000
  - Commercial Automobile Liability Bodily Injury and Property Damage Each Accident Limit \$2,000,000

### Ongoing Work

- **Continued Efforts** — We continue to solicit additional insurance quotes from insurance companies willing to consider us:
  - [REDACTED] — While [REDACTED] could not complete their proposal by the 3/1 deadline, they are working on a proposal.
  - Brotherhood Mutual — Brotherhood Mutual declined to submit a proposal after conversations with our brokers. We have opened another dialogue with them through GuideStone Financial Resources which may or may not lead to a proposal.
  - State Farm — Further conversation with State Farm indicates the possibility of a proposal. We are exploring this possibility.
- **Plan of Action** — We propose to evaluate any new proposals for price and coverage. We would consider a mid-year change of insurance company if we gain significant coverage (primarily on wind/hail damage) or reap significant premium savings.

# Denied Hail Damage Claim Report

## Initial Claim

- **Initial Claim Estimate** — A hail damage claim was filed with [REDACTED] on 7/22/22. [REDACTED]'s first report by its own adjuster [REDACTED] provided a damage assessment and contractor estimate of \$1.6 million.
- **Claim Denied** The claim was denied on 1/5/23 via certified mail. This occurred after an engineering analysis and on-site observations from [REDACTED], Inc.

## Dispute Presentation

- **Conference Call and Follow-Up Correspondence** — A Conference Call was convened on Wednesday, 2/8 with [REDACTED] and [REDACTED] from [REDACTED], along with Blake Wheelis, Bill Smith and Tim Spencer:
  - Our group presented evidence and additional information, expressing disappointment in the wholesale denial of the hail damage claim.
  - We firmly requested a reconsideration of new information and a reassessment and revised proposal from [REDACTED] on the hail damage claim.
  - [REDACTED] and [REDACTED] assured us that the reassessment would take place and that a revised proposal would be made.
  - Three follow-up e-mails have been transmitted to [REDACTED] requesting this revised proposal. The last e-mail was firmly worded and was sent at 4+ weeks from our initial conference call.
- **Final Communication Before Potential Litigation** — Since no proposal from [REDACTED] was forthcoming, our communication with them has gradually become more direct. Our most direct e-mail was sent on Wednesday, 3/8:
  - We communicated our intention to begin the process of fully documenting our own independent assessment of hail damage on every roof at First West.
  - We communicated our hope that we can arrive at a mutually beneficial proposal that recognizes our roof hail damage and fulfills the terms of our [REDACTED] property insurance policy.
  - The purpose of the communication was to turn up the intensity in the conversation and foreshadow the possibility of litigation to resolve our claim. No threats were made and we avoided any mention of attorneys or legal action to maintain open dialogue open and keep open the possibility of a settlement on our claim.

## First Settlement Proposal

- **Initial [REDACTED] Proposal** — We received a response and settlement proposal on Friday, 3/10 at 4:25pm CST.
  - Here's the summary:
    - Main Building Roofs — \$438,722.81
    - Feazel Chapel — \$37,000.00
    - Thrift Store — \$131,828.82
    - Actual Cash Value \$607,551.63
    - TOTAL -\$75,000 Wind/Hail Deductible = **\$532,551.63**
  - Our previous [REDACTED] policy insured roofs with Actual Cash Value coverage.
  - [REDACTED]'s analysis yields a total replacement cost of all roofs at \$2,152,149.76 with non-recoverable depreciation of \$1,544,598.13. The Actual Cash Value is \$607,551.63.

**Revised Settlement Conversation**

- **Revised [REDACTED] Proposal** — Tim connected with [REDACTED] on Wednesday, 3/15:
  - We pushed back on the 72% (average) roof depreciation in the initial proposal.
  - [REDACTED] will reconsider this issue and prepare a revised proposal in coming days.
  - Once we agree on the final terms, First West would sign a release and accept the check settling the claim.

**POLICYHOLDERS RELEASE**

**This Full and Final Release of All Claims is made and entered into by First Baptist Church of West Monroe LA. and First West Counseling Center Inc. and First West Thrift Store Inc. and Broaden Horizons (THE). ("Policyholder") and given to [REDACTED]. Policyholder and [REDACTED] are collectively referred to as the "Parties".**

WHEREAS, [REDACTED] issued to Policyholder, a multi-peril policy which includes first party property damage coverage, has a policy period of March 1, 2021 to March 1, 2022, and bears policy number [REDACTED] and March 1, 2022 to March 1, 2023, and bears policy number [REDACTED] ("Policy"); and

WHEREAS, on or about April 9, 2021, Policyholder sustained damage to its property located at 500 Pine St., West Monroe, LA and 1 Stella Mill St., West Monroe, LA as a result of hail which together with all subsequent events that in any way relates, directly or indirectly, arises out of, or results from the collapse event at issue shall hereinafter be referred to as the "Incident"; and

WHEREAS, Policyholder submitted to [REDACTED] a claim for insurance coverage as a result of the Incident, and [REDACTED] has assigned the matter claim number [REDACTED] and

WHEREAS, Policyholder and [REDACTED] disputed the scope and cost of such damage caused by the Incident; and

WHEREAS, [REDACTED] and Policyholder have reached an agreement to resolve the hail claim for insurance coverage under the Policy in connection with the Incident.

NOW THEREFORE, in consideration of the payment of \$900,000.00 by [REDACTED] to Policyholder, receipt of which is hereby acknowledged by Policyholder, the policyholder agrees as follows:

1. Payment by [REDACTED]. Policyholder hereby accepts and acknowledges receipt of the total sum of \$900,000.00 as good and full consideration of all damages it has incurred which it contends are covered under the Policy which arise out of or in any way relate to the Incident. Policyholder agrees and acknowledges that the receipt of this sum from [REDACTED] has made policyholder whole as to all amounts that it claims it is entitled to recover from [REDACTED] arising out of or in any way related to the Incident including but not limited to any consequential damages, claims for extra-contractual damages, statutory damages, interest and attorney fees. Payments totaling \$900,000.00 will be issued within five business days after receipt of the properly executed release.

2. Release by Policyholder, for itself and its agents; attorneys; officers; directors; trustees; members; employees; parents, affiliated and subsidiary companies; predecessors; successors; assigns; contractors; all other representatives, either individually or in their representative capacities; and any other party that has or claims to have any interest in the property damaged, allegedly damaged, by, or in any way related or connected to, the Incident hereby RELEASES AND FOREVER DISCHARGES and covenants not to sue [REDACTED] and its agents, attorneys, officers, directors, trustees, members, employees, parent, affiliated and subsidiary companies, predecessors, successors, assigns, affiliates, reinsurers, and all other representatives for any and all damages, injuries, losses, liabilities or claims of every kind, nature and description whatsoever, known or unknown, suspected or unsuspected, whether based in equity or in law, based on, related to, in connection with, or arising out of the Incident and/or the adjustment of the claim. Policyholder also releases and waives any potential claim of damages in excess of the sum received from [REDACTED].

3. Indemnification. Policyholder agrees to indemnify, hold harmless, and defend █████ from any and all claims, demands, causes of action, judgments, and liability of whatever kind or character, including claims for insurance coverage whether known or unknown, including all claims by mortgage holders which may be brought by any third party or parties to the full extent of such claim that relates to, arises out of, or in any way involves the Incident.

4. Negotiated Agreement. The Parties agree that this Release constitutes a compromise and settlement of all claims related to the Incident, and that the payment of sums and promises contained herein are intended to be and are a commercial accommodation among the parties hereto. This Release and the actions taken pursuant hereto do not constitute an acknowledgment or admission on the part of any Party to this Release of liability for any matter or a precedent upon which liability may be asserted, and that this Release is without precedential value and is not intended to be nor shall it be construed as an interpretation of any insurance policy and shall not be used as evidence, or in any other manner, before any court or any proceeding to create, prove, or interpret the obligations or alleged obligations of █████ under any insurance policy which has been issued to Policyholder or to any other entity or person.

5. Representations and Warranties. The Parties warrant that no promises or inducements for this Release have been made except as herein set forth, that they are competent and duly authorized to execute this Agreement, and that they execute it knowingly and voluntarily and accept responsibility therefore. The Parties further acknowledge that they have had opportunity to receive independent legal advice from their attorney or attorneys with respect to the advisability of signing this Release and that execution hereof is made without reliance upon any advice, statement or representation made by any other party, except for representations contained in this Release.

6. Negotiated Release. This Release is the result of negotiations between the Parties, and no Party shall be deemed to be the drafter of this Release or any of the agreements or documents referred to herein. The language of all parts of this Release shall in all cases be construed as a whole, according to its fair meaning, and not for or against any Party.

7. No Third-Party Beneficiaries. This Release is intended for rights and benefit only of the Parties hereto and described herein and is not intended to confer any right or benefit upon any other person or entity. No person or entity other than the Parties hereto shall have any legally enforceable right under this Release. All rights of action for breach of this Release are hereby reserved to the Parties hereto.

8. Entire Agreement. This Release sets forth the entire agreement between the Parties with respect to the subject matter hereof and there are no agreements or understandings, whether oral or written, between the Parties except this Release. This Release shall not be modified or amended except by an agreement in writing executed by the Parties hereto. The terms hereof are contractual and not mere recitals.

9. Corporate Authority. The person[s] executing this Release represent and warrant that they have the necessary and proper authority to execute the Release and that the execution and delivery of this Release has been approved by all requisite corporation action.

10. Non-Disparagement. As a part of this agreement, Policyholder agrees to the following terms of non-disparagement. These provisions cover itself and its agents; attorneys; officers; directors; trustees; clergy; employees; parent companies as well as affiliated and subsidiary companies of policyholder. The Parties identified above expressly agree that they will not make any verbal or written comments that may disparage or otherwise damage the reputation of [REDACTED], its business interests, or any of its representatives, agents, employees, successors, predecessors or assigns.

Any breach of the provisions of this agreement shall allow [REDACTED] to prosecute that breach to the full extent allowed by the law.

11. Interpretation. This Release shall be governed by and construed in accordance with Louisiana law.

IN WITNESS WHEREOF, Policyholder through its duly authorized agent has executed this Release effective as of the date recorded below.

**WE UNDERSTAND THAT THIS IS ALL THE MONEY THAT WILL BE RECEIVED FROM [REDACTED] AS A RESULT OF THIS OCCURRENCE. WE HAVE READ THIS RELEASE, UNDERSTAND IT AND ARE SIGNING IT VOLUNTARILY.**

First Baptist West Monroe (Insured)

By: \_\_\_\_\_

Insured Representative

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Day Month Year

\_\_\_\_\_  
Notary Public





**KEEP YOUR  
CHURCH  
OUT OF  
COURT**



**SEMINAR**

**Section 6  
Facilities, Weddings  
& Funerals**



# KEEP YOUR CHURCH OUT OF COURT



## SEMINAR

### Section 6

## Facilities, Weddings & Funerals

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## Section 6 Outline

### Facilities, Weddings & Funerals

#### Policy Issues Summary\* ..... 133

- Abuse Prevention Policy – As church leaders, we have the high calling and duty to safeguard the minor kids and students entrusted to us. This requires a robust abuse prevention policy to provide for the safety of everyone in our care. See Section 3
- Minor Participation Policy – As a matter of policy, churches should require a minor participation and consent to emergency medical treatment form for all special and off-campus activities. See Section 4
- Social Media Policy – Social media policies generally address the positive (and negative) roles played by social networking in advancing the church’s mission.
- Staff Team Policies – Staff team employee policies include a range of issues, including sabbaticals, work habits, proper handling of church-owned equipment and church-provided services.
- ADA Compliance – The Americans with Disabilities Act (ADA) provides guidelines for what is necessary for organizations to provide accommodation to individuals with disabilities. While churches must comply with portions of the ADA, churches are exempt from the ADA as it relates to public accommodation.

#### Facility Use Policy

- Facility Use Policy & User Agreement\* ..... 137

A Facility Use Policy establishes rules for the use of church facilities by outside groups and organizations.

- Purpose – Church facilities are for Christ-centered purposes and reflect the church’s desire to be good neighbors in its community.
- Scope & Statement of Faith – The Facility Use Policy imposes limits on the use of church facilities. **Any activity must conform to the church’s adopted policies and doctrinal beliefs. A summary statement of faith is included in the Facility Use Policy to remove any ambiguity about the church’s doctrinal positions.**
- Scheduling Priority – Church events and member use for special occasions take first and second priority, respectively, in scheduling.
- Procedure & Application – Outside groups and organizations must complete the attached User Agreement in order to use church facilities.
- Fees & Insurance – Rental and maintenance fees, damage deposits and certificates of insurance requirements are outlined in the Facility Use Policy.



- Prohibited Activities – Any purpose inconsistent with the goals, purposes, policies or teachings of the church are prohibited. Other specific disallowed activities are also detailed here.
- Cancellation – The church reserves the right to cancel any event up to thirty days prior to an event.
- User Agreement – The User Agreement is confirmation that that the outside group or organization will use church facilities in accordance with the church’s goals, purposes and teachings.
- **“Churches Are Not Places of Public Accommodation”** ..... 143  
by Harvard Law School Journal on Legislation\*  
The ADA provides guidelines for what is necessary for organizations to provide accommodation to individuals with disabilities. While churches must comply with portions of the ADA, churches are exempt from the ADA as it relates to public accommodation.
- **Service & Comfort Animals Policy\*** ..... 147  
Define how the church will facilitate and support the use of both service animals and comfort animals within church facilities. It can be argued that because service animals support individuals with disabilities, every effort should be made to accommodate them. It may be appropriate to more tightly regulate the use of comfort animals in order to minimize disruptions to church events and services.
- **Transgender Guidelines\*** ..... 151  
Providing clarity for transgender individuals in several areas is important. Consider communicating a summary of these key items:
  - Sincerity in our love for transgendered individuals and our warm welcome to everyone
  - Provision for kids and an invitation to attend corporate worship
  - Attending gender-specific events for your naturally born sex only
  - Attending small groups while transitioning or after a transition
  - Church doctrine and conviction regarding transgendered individuals
  - Restroom limitations or special provisions

**Weddings**

- **Definition of Marriage\*** ..... 153  
Churches must define biblical marriage and clarify what marriages may be conducted on church property and be performed by the church's ministers and pastors. Position papers and executive summaries of the church's doctrinal and theological perspective and policy on marriage and divorce can be a useful exercise here.



- Covenant Marriage Summary\* ..... 157  
Three states—Arizona, Arkansas, and Louisiana—offer covenant marriage as a legally distinct kind of marriage. Prior to entering into a covenant marriage, a couple must attend premarital counseling sessions and sign a statement declaring that a covenant marriage is for life. Typically, a spouse in a covenant marriage desiring a divorce is required to attend marital counseling with a legal divorce occurring only in specific situations. This would include:
  - A spouse who has committed adultery
  - A spouse who has committed a felony
  - A spouse who has engaged in substance abuse
  - A spouse who has physically or sexually abused the spouse or a child
  - Situations where two spouses have lived separately for one or two years (depending on the law of the state)
- Covenant Marriage Position Paper\* ..... 159
- Wedding Handbook\* ..... 165  
Key components of a Wedding Handbook include the church's definition of marriage, statement of faith, guidelines for officiants and ministerial participation, wedding logistics and direction, scheduling, fees and available venues, rules of decorating and other details.

## Funerals

- Potential Area of Future Litigation – Churches should detail how and when funeral and memorial services will be conducted on church property and conducted by the church's ministers and pastors. Well-written policies offer legal protection from potential lawsuits seeking damages for policy or doctrinal positions unevenly applied to both members and non-members. Once again, this illustrates the importance of a clear definition of the responsibilities and requirements of church membership.
- Funeral Policy Development
  - Facility Use Policy – Any activity on church property must conform to the church's adopted policies and doctrinal beliefs.
  - Is there a Membership Requirement? How Inclusive Will the Church Be? – Under what circumstances are non-member funeral and memorial services? Churches have a sincere desire to serve their communities and so it's important to balance litigation risk management with missional objectives.
  - What Content Is Permissible? – Detail an approval process for service elements and content, especially when broadening the scope of possible memorials and funeral services out into the community.
  - Who Officiates? – Clarify the role of the church's ministers and pastors in services conducted on church property.

\* Document Attached



## Policy Issues



[STEWARDSHIP](#) ▾
 [BUDGET](#) ▾
 [STAFFING](#) ▾
 [TEAMS](#) ▾
 [MULTIPLICATION](#) ▾
 [LOGISTICS](#) ▾

### Abuse Prevention Policy

Any abuse—whether it be sexual, physical or any other criminal act—should be reported to local police without delay. If a crime has been committed, the first responsibility is to notify local law enforcement authorities. Taking merciful and attentive care of any alleged victims and their families is also a primary responsibility.

After these steps have been taken, the church must conduct pastoral care and church discipline work. This process starts with an incident report and ongoing caring ministry to any alleged victims, parents and family.

As church leaders, we have the high calling and duty to safeguard the minor kids and students entrusted to us. This requires a robust abuse prevention policy to provide for the safety of everyone in our care. Among many provisions, an abuse prevention policy might include the following items:

- **Two Workers Rule** – Always staff two or more workers per classroom or group. No worker should ever be alone with a child or a group of children. Make this rule a matter of policy for all ministries and organizations attached to the church.
- **Active Supervision** – Ministry staff, ushers or church security should make frequent visits to areas and hallways used for preschool, children and student ministry.
- **Open Doors** – During ministry events and activities, no classroom door in utilized areas should be locked. Auto-lock doors should be removed from areas used by minor children, unless required by law or for safety considerations.
- **Windows** – Classroom doors and preschool nursery areas should have windows.
- **Bathrooms** – For single-occupant (non-public, non-multi-occupant) preschool or child bathrooms, doors should be kept cracked whenever a child is taken to the bathroom by an adult worker.
- **Limit Abuse Opportunities** – Think through activities, camps and events with an eye for abuse opportunities and potential landmines. Do not allow or ask workers to be alone with a child or student.
- **Environment** – Create an environment where it is virtually impossible for sexual abuse to occur on church property during church ministries and events. Abuse prevention policy, guidelines, training, audits, awareness, security and video surveillance all play a role in creating this environment.
- **Video Surveillance** – Consider the use of video cameras in all areas used by preschoolers, children and students. Video surveillance can be passive, meaning that recordings are made and kept for a specific period of time, without active viewing of archived material except in cases

## Minor Participation Policy

As a matter of policy, churches should require a minor participation and consent to emergency medical treatment form for all special and off-campus activities. Defining which activities require this form is a gray area, but, in general, all recreation, sports, off-campus, overnight and church-provided transportation activities should require a notarized release for minor participation and emergency medical treatment.

Some churches may choose to require a notarized release annually or semi-annually. Age-division ministries can maintain releases on file so that parents don't have to submit one for each special activity in a given time period.



Liability Waiver – Minor (Fillable PDF)



Liability Waiver – Minor

## Social Media Policy

Social media policies generally address the positive role played by social networking in advancing the church's mission. A positive opening statement about the need for its responsible use is an appropriate way to begin:

The church understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all pastors, staff members and employees who work for the church, or one of its auxiliary ministries in the United States.

Social media policies typically address several other areas of concern:

- **General Guidelines** – General guidelines define what social media is, including blogs, web sites, chat rooms, social networking and any other form of electronic communication.
- **Employee Rules** – Employee rules cover inappropriate posts, discriminatory remarks, harassment, threats of violence or other inappropriate or unlawful conduct.
- **Respect for Others** – Fair and courteous behavior towards fellow workers, church members, suppliers and vendors is covered here. Appropriate conflict resolution procedures are emphasized over public complaints via a social media outlet.
- **Honesty & Accuracy** – Confidentiality of church and member information is covered here, as is a respect for financial disclosure laws. In addition, employees cannot misrepresent their own opinions as those of the church.
- **Using Social Media at Work** – Employees are asked to refrain from using social media while on work time unless it is work-related. Since social networking is becoming a widely used ministry tool, supervisors and employees should discuss appropriate parameters for its use.
- **Retaliation** – Employees are prohibited from taking negative action against another worker, including posts on social networking sites.



Sample Social Media Policy

Sample Social Media Policy excerpted from “OM 12-59 Report of the Acting General Counsel Concerning Social Media Cases” from the National Labor Relations Board.

## Staff Team Policies

Staff team employee policies include a range of issues, including sabbaticals, work habits, proper handling of church-owned equipment and church-provided services.



Sample Sabbatical Policy



Sample Sabbatical Policy



Sample Digital Equipment Policy



Sample Digital Equipment Policy



Sample Telecommuting Policy



Sample Telecommuting Policy



Sample Employee Counseling Policy



Sample Staff Childcare Policy

## ADA Compliance

The Americans with Disabilities Act (ADA) provides guidelines for what is necessary for organizations to provide accommodation to individuals with disabilities. While churches must comply with portions of the ADA, churches are exempt from the ADA as it relates to public accommodation.

“It’s Title III, Section 36.102 (e) that provides that the provisions of this title shall not apply to religious organizations,” Attorney John Anthony explains. “The statute basically has a blanket exemption for public accommodation for religious organizations or entities controlled by religious organizations.”

A ministry is not required to comply with ADA standards in its treatment of service animals unless it receives public funding or hosts a publicly funded event.

Even a ministry that is under no legal obligation to admit service animals may choose to use a set of guidelines, such as the ADA, as a guideline for its own service animal policy. By definition, churches are welcoming place and most will voluntarily comply with the ADA in as many ways as possible.



Sample Service & Comfort Animal Policy



Sample Service & Comfort Animal Policy



**Notes**

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# FIRST WEST | Facility Use Policy

1. **Purpose.** First Baptist Church of West Monroe, Louisiana (the “Church”) offers its facilities for Christ-centered activities that bring glory to God and reflect the Church’s desire to be good neighbors in our community.
2. **Scope.** This Facilities Use Policy (the “Policy”), approved by the Trustees of the Church, applies to the use of all facilities located on the Church’s campus or under the Church’s operating authority (the “Facilities”). It applies to the Church’s trustees, deacons, employees, volunteers, and members, as well as members of the general public seeking to use the Facilities. This Policy imposes limits on the use of the Facilities so that the Facilities can fulfill the Church’s religious, educational, and charitable purposes, and in order to abide by the adopted policies, doctrinal beliefs, and teachings of the Church, governed by the Church’s Constitution and Bylaws. The Trustees reserve the right to modify or amend this Policy at any time as it may deem necessary from time to time.

All events at First West facilities must abide by the Church’s Statement of Faith as codified in the Church’s Constitution as the Baptist Faith and Message 2000. A general summary of this Statement of Faith includes the following doctrinal positions:

## **God**

God is the Creator and Ruler of the universe. He eternally exists as one essence in three co-equal distinct persons: the Father, the Son, and the Holy Spirit. [Genesis 1:1; Deuteronomy 6:4; Ephesians 4:6; John 14:16-17; John 1:1-18]

## **Creation & Care**

God created the universe and guides history for His purposes. [Genesis 1:1; Romans 8:28]

## **Christ**

Jesus Christ is the Son of God. He is co-equal with the Father. Jesus lived a sinless human life and offered Himself as the perfect sacrifice for the sins of all people by dying on a cross. He arose from the dead after three days to demonstrate His power over sin and death. He ascended to Heaven’s glory and will return again someday to Earth to reign as King of Kings and Lord of Lords. [John 1:1, 14; 20:30-31]

## **The Holy Spirit**

The Holy Spirit is the Spirit of God. He is the one who inspired men to write the Scriptures. He enables men to understand truth. He exalts Christ. He convicts of sin. He calls men to the Savior, and effects regeneration. He cultivates Christian character, comforts believers, and bestows the spiritual gifts by which they serve God through His church. He seals the believer unto the day of final redemption. His presence in the Christian is the assurance of God to bring the believer into the fullness of the stature of Christ. He enlightens and empowers the believer and the church in worship, evangelism, and service. [Genesis 1:2; Psalm 139:7; Matthew 28:19; Luke 11:13; John 4:24; 2 Timothy 1:14; Revelation 22:17]

## **Humanity**

People are made in the spiritual image of God, to be like Him in character. People are the supreme object of God’s creation. Although every person has tremendous potential for good, all of us are

marred by an attitude of disobedience toward God called sin. [Genesis 1:26-30; John 3:16; Romans 5:8; 1 Corinthians 1:21-31; Colossians 1:21-22]

### **Marriage**

Marriage is the union of one (biological) man and one (biological) woman freely and totally committed to one another as companions for life. We believe that because God our Creator established marriage as a sacred institution between one man and one woman, an immutable precept that marriage is a covenant only between one man and one woman has been the traditional and Biblical definition of marriage for all of human history. [Genesis 2:24]

### **Salvation**

Salvation is God's free gift to us, but we must accept it. We can never make up for our sin by self-improvement or good works. Only by trusting in Jesus Christ as God's offer of forgiveness can anyone be saved from sin's penalty. When we turn from our self-ruled life and turn to Jesus in faith, we are saved. Eternal life begins the moment one receives Jesus Christ into his life by faith. [Ephesians 2:8-9]

### **Bible**

The Bible is God's Word to us, written by human authors under the supernatural guidance of the Holy Spirit. It is the supreme source of truth for Christian beliefs and living. [2 Timothy 3:16-17]

### **Church**

The Church is Christ's body through which He accomplishes His purposes on Earth. [Ephesians 4:12-16]

### **Baptism**

A person demonstrates his acceptance of Christ and joins the local church via believer's baptism. [Acts 2:38, 41-42; 1 Corinthians 12:13]

### **Lord's Supper**

A believer remembers Christ's death and encourages Christian unity through partaking of the Lord's Supper. [1 Corinthians 11:23-26, 33]

### **Eternity**

People were created to exist forever, either eternally separated from God by sin, or eternally with God through forgiveness and salvation. To be eternally separated from God is death. To be eternally in union with Him is eternal life. Heaven and Hell are real places of eternal existence. [Matthew 25:31-41, 45-46]

### **The Christian & Social Order**

All Christians are under obligation to seek to make the will of Christ supreme in our own lives and in human society. In the spirit of Christ, Christians should oppose racism, every form of greed, selfishness, and vice, and all forms of sexual immorality, including adultery, homosexuality, and pornography. We should work to provide for the orphaned, the needy, the abused, the aged, the helpless, and the sick. We should speak on behalf of the unborn and contend for the sanctity of all human life from conception to natural death. [Exodus 20:3-17; Leviticus 6:2-5; Deuteronomy 10:12; Romans 12-14; 1 Corinthians 5:9-10; Colossians 3:12-17; James 1:27]

- 3. Priorities for Scheduling.** The use of the Facilities shall be consistent with the Church's religious, educational, and charitable purposes. All requests for use of the Facilities must be approved by the Church Operations Team. The priorities for use of the Facilities are as follows:

  - a. First Priority: Events, activities, and programs of the Church.
  - b. Second Priority: Member use for special occasions.
  - c. Third Priority: Events, activities, and programs of other religious affiliations or non-profit organizations.
  - d. Fourth Priority: Public use for special occasions.
  - e. Fifth Priority: Any other event, activity, or program as approved.
- 4. Procedure.** In order to use the Facilities, each applicant must fill out the attached application and submit it to the Church Operations Manager. Scheduling of all events must be accomplished through the Church Operations Manager. This can be done by email ([pdiaz@firstwest.cc](mailto:pdiaz@firstwest.cc) / [info@firstwest.cc](mailto:info@firstwest.cc)).
- 5. Rental Fees.\*** Fees are associated with room rentals at the Church. All fees are payable to First Baptist Church under the terms of the "Rental Agreement" and due in full at least two weeks before the event. The fees and expenses are shown on the attached schedule.
- 6. Maintenance Fees.\*** Normal room set-up is included in room rental fees. After normal business hours or Church program hours a maintenance staffing fee or special set-up staffing fee of \$25.00 per hour or any part of an hour will be in force. Renter will be advised if any additional custodial fees will be charged at the time the "Room Rental Agreement" form is approved.
- 7. Damage Deposit.\*** A damage deposit is required prior to rental. If there is no damage to the facility or supplies by caterers, guests, etc., it is returned after the event. The amount of the damage deposit is \$150.00. Failure to abide by any of the guidelines as stated herein may result in forfeiture of damage deposit.
- 8. Safety and Insurance.** It is expected that the person in charge of the group attending will be responsible for the oversight and behavior of that group by providing appropriate supervision and risk management. Groups that are not part of the direct ministry of the Church are expected to have adequate insurance for their personal injuries and liabilities. The Church may request a certificate of insurance before approving use of the Facilities.
- 9. Prohibited Activities.** The Facilities may not be used for any of the following: (a) partisan political groups; (b) for-profit activities from which the Church receives no direct benefit; or (c) any purpose which is not consistent with the goals, purposes, policies, or teachings of the Church.\*\* In addition to the foregoing, the following activities are strictly prohibited:

  - a. The use of alcohol is not allowed in the Facilities.
  - b. Smoking is not allowed in the Facilities.
  - c. Weapons are not allowed on Church premises.

- d. Furnishings may not be moved from the Facilities. Maintenance staff will remove any furnishings as necessary and set up tables, chairs, etc. as requested in the reservation.
- e. Nails, tacks, staples, pins, tape, etc. may not be used on the walls of the Facilities.
- f. Only dripless or flameless candles are permitted with use limited to specific locations within the facilities as approved by the Operations Manager.
- g. The Facilities must be left in the condition in which they were found.
- h. Kissing is not allowed on the platform unless the actors are married to each other.
- i. Scripts must be approved by the Worship Ministry or Senior Leadership Team.
- j. If security beyond the Church's volunteer Safety Team is required, the appropriate law enforcement officers will be contracted at a required minimum of 4 hours at \$25 per hour plus a \$2.50-per-hour fuel fee.
- k. No ticket sales or ads for non-Church events will be allowed on the Facilities.

**10. Children and Youth on Premises.** All youth activities shall be adequately supervised by adults at all times.

**11. Audio/Visual Systems.** The Church's audio/visual and lighting control systems may only be used when a technician of the Church is present or by special permission from the Church's Worship Pastor.

**12. Rescheduling.** Once scheduled, groups and functions will generally not be rescheduled or moved. However, the Church reserves the right to move any group to another facility or reschedule that event to accommodate the needs of groups assigned a higher use priority by this Policy.

**13. Cancellation.** The Church reserves the right to cancel an event up to thirty (30) days prior to the date if facilities are needed for an all-church activity. The Church's Staff will make every effort to re-arrange room reservations for your reserved date.

**My signature below indicates my receipt and understanding of this policy. I also verify that I have been provided with the opportunity to ask questions about the policy.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\* Fees are subject to change without notice and are intended to cover the actual cost to the Church for the use of the Facilities. Under special circumstances, pricing will be negotiated.

# FIRST WEST | Facility User Agreement

The undersigned, on behalf of the applicant, applies for permission to use the facilities of First Baptist Church of West Monroe (the "Church"). As a condition of approval, the undersigned represents that the information provided is true and accurate.

Name of Group: \_\_\_\_\_

Sponsoring Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Date Needed: \_\_\_\_\_

Campus / Facility: \_\_\_\_\_

Hours Needed: \_\_\_\_\_

Rooms Needed: \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

On behalf of the applicant, I certify that I have read and am familiar with the Use of Facilities Policy of First Baptist Church of West Monroe, LA; that all safety and fire laws will be observed; that if our meeting is cancelled, the Operations Manager will be immediately notified; that the applicant will undertake no dangerous activities or activities which will interfere with other uses in the Church's Facilities; that the applicant will indemnify and hold harmless the Church from any and all claims, damages, liabilities, or judgments, including costs and attorneys fees, which may arise as a result of the applicant's use of the Facilities; that the Church will be named as an additional insured on the applicant's liability insurance policy, if requested; and that the purposes for which the Church's Facilities will be use are consistent with the goals, purposes, and teachings of the Church.

\_\_\_\_\_ Initial

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Applicant/Group

\_\_\_\_\_  
Date



**Notes**

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## Churches are not Places of Public Accommodation [\[\\*\]](#)

By Caleb C. Wolanek, JD '17 [\[\\*\\*\]](#)

On September 1, the Massachusetts Commission Against Discrimination stated that churches would be subject to the Commonwealth's "public accommodation" statute.[\[1\]](#) Although Attorney General Maura Healey some time ago slipped "houses of worship" onto her website's list of places of public accommodations[\[2\]](#) (even though churches are nowhere listed in the public accommodations statute),[\[3\]](#) the Commission's September 1 "Gender Identity Guidance" boldly stated that "[e]ven a church could be seen as a place of public accommodation if it holds a secular event, such as a spaghetti supper, that is open to the general public."[\[4\]](#)

But the Commission does not get to write the law—the legislature does. And the text and history of Massachusetts's nondiscrimination statute shows that churches are not places of public accommodation and are thus not subject to the nondiscrimination statute.[\[5\]](#)

### 1. The Massachusetts law historically regulated businesses.

Consider the statute's history. As the Supreme Court noted in 1995, early common law required that "innkeepers, smiths, and others who made a profession of public employment" practice nondiscrimination.[\[6\]](#) Similarly, Professor Joseph Singer writes that "[a]ntebellum law imposed a duty to serve the public on common inns and on common carriers. . . . [I]t "also characterized other businesses as 'common callings,' and based the duty to serve the public on the fact that a business had held itself out as open to the public."[\[7\]](#)

In 1865, Massachusetts was the first state to codify this duty when it prohibited racial discrimination in "any licensed inn, in any place of public amusement, public conveyance or public meeting in th[e] Commonwealth."[\[8\]](#) The Commonwealth soon expanded the statute to include theatres,[\[9\]](#) skating rinks,[\[10\]](#) and finally any "other public place kept for hire, gain or reward."[\[11\]](#)

This language was omitted in 1950 when the nondiscrimination statute started referring exclusively to "place of public accommodation."[\[12\]](#) That designation had been created in 1933

to refer to a list of businesses: “any inn, . . . restaurant, eating-house, public conveyance on land or water or in the air, bathhouse, barber shop, theatre and music hall.”[\[13\]](#)

In 1953, the legislature adopted the current definition: “any place, whether licensed or unlicensed, which is open to and accepts or solicits the patronage of the general public.”[\[14\]](#) This two-pronged definition of “place of public accommodation” persists today.[\[15\]](#)

This history reveals that the public accommodation statute is aimed at businesses, not mere gatherings. This explains the definition’s “patronage” prong. Just as your local movie theatre might call its guests “patrons,” and just as your corner grocer might have a sign at the door saying “Thank you for your patronage,” so too does the statute single out those with customers. Although one might claim patronage means mere “support,” the statute’s history favors a business-oriented reading.[\[16\]](#) Indeed, although the statute regulates hospitals, clinics, and pharmacies, it only reaches those that “operat[e] for profit.”[\[17\]](#)

## **2. Church meetings are not businesses, so they are not places of public accommodations.**

Simply put, churches are not businesses. Church members gather to encourage and admonish one another as they live out their faith; they do not meet to sell goods or services. Although churches often accept donations, these are used to facilitate the religious mission (such as feeding the hungry or paying the church electric bill). These are not business transactions. Indeed, the IRS recognizes that there is no quid pro quo involved with these donations—as demonstrated by the fact that they are tax-deductible.[\[18\]](#)

One might cite several statutory examples of places of public accommodation in an attempt to show that business patronage is not required. That argument does not succeed. The statute says that an “auditorium, theatre, music hall, meeting place or hall, including the common halls of buildings,” is a place of public accommodation.[\[19\]](#) But this seems to refer to something like a convention center. In those places, including in the “common halls” (which I read to mean “lobby”), persons who rent space and then sell admission (or sell products therein) must practice nondiscrimination. But a church, acting as a church, typically does not sell admission or products. Even if a church hosts a spaghetti dinner that is open to the public, it is not a restaurant.

Two other examples are a “boardwalk or other public highway” and a “public library, museum or planetarium.”[\[20\]](#) To be fair, neither of these usually charges admission. But these are also usually government institutions. Government libraries and museums need not be labeled places of public accommodation because they are actually public—that is, society as a whole owns them. Even when private citizens own a public library or museum (and do not charge dues or admission), they are organized for the express purpose of allowing the public to use those facilities. And even then, a transactional element remains in libraries: one may take the book only with permission, and they must either bring it back or pay a fine. A church is not that kind of an institution. Churches are gatherings of the faithful, not businesses.

### 3. Community use does not transform churches into places of public accommodation.

But perhaps the Commission is not attempting to restrict what churches do when they gather as a church. After all, the example the Commission gave was that of a “secular” spaghetti dinner. It might have also looked at when a town uses a church building as a polling place on Election Day, or a local piano teacher uses the main hall for a recital. Perhaps the Commission attempts to apply the nondiscrimination statute to *those* activities.[\[21\]](#)

But this approach does not succeed. After all, the mere fact that an event does not involve preaching or prayer does not make the gathering non-religious.[\[22\]](#) A more realistic position is that churches are pervasively religious.[\[23\]](#) Therefore, imposing a nondiscrimination requirement actually does inhibit religious activities.

Indeed, the very motivation for opening the church building to a “secular” event might be religious in nature.[\[24\]](#) This is because a church does more than teach from sacred texts. It also tries to embody those teachings—such as the common admonition to love one’s neighbors. This results in community service. Holding the church building out as a safe and comfortable space is a way to love the neighborhood.[\[25\]](#) But because the church is motivated by its faith, it will almost certainly be selective when allocating the use of its property. (This selectivity would also undermine the “openness” prong of the statutory definition.) A traditional mosque or Southern Baptist church would probably not host a beer festival, and it is hard to imagine many churches hosting an atheist convention.

### 4. Interpret the law to avoid First Amendment violations.

Even assuming the statute’s applicability is ambiguous, we should read the text in a way that avoids a First Amendment violation.[\[26\]](#) Although nondiscrimination is an important goal, so too is enforcing the First Amendment.

Enforcing nondiscrimination raises serious free exercise concerns. After all, if telling a church it must not fire a minister violates the Free Exercise Clause (because it infringes on the church’s autonomy to preach its message),[\[27\]](#) would it not also violate the Constitution to prohibit what those at a church gathering may say? There are also freedom of speech[\[28\]](#) and freedom of association[\[29\]](#) issues. The Commission should avoid, not invite, these conflicts.[\[30\]](#)

### 5. Conclusion

Public accommodation laws are well-intentioned; their goal is to ensure that all citizens have equal standing in society and public life. But these laws should not infringe on freedom of conscience. Therefore, churches should not be considered places of public accommodation. The Commission should let them be, not threaten them with a statute enforced by fines and jail time.

Churches are physical embodiments of religious convictions. Telling a church that it cannot act on its beliefs—that it must accept the presence of perceived wrong in its midst—seriously

hinders the church's mission. Worse still, it risks forcing compliance for the sake of compliance—something I thought we abandoned long ago.<sup>[31]</sup> The First Amendment protects church autonomy from state intrusion by means of a “wall of separation.”<sup>[32]</sup> Massachusetts should not breach that wall.<sup>[33]</sup>

[\*] This article was updated on December 14, 2016, to reflect movement in the lawsuit discussed.

[\*\*] J.D. Candidate, Harvard Law School; B.A. in Political Science, Auburn University. Josh Craddock helped me identify several arguments to make. Any remaining errors are, of course, my own. In the interest of disclosure, I note that I have supported several of the groups that filed the *Horizon Christian Fellowship v. Williamson* lawsuit mentioned below.

### **ADA Religious Exemption**

The Americans with Disabilities Act (ADA) provides guidelines for what is necessary for organizations to provide accommodation to individuals with disabilities. While churches must comply with portions of the ADA, churches are exempt from the ADA as it relates to public accommodation.

“It’s Title III, Section 36.102 (e) that provides that the provisions of this title shall not apply to religious organizations,” Attorney John Anthony explains. “The statute basically has a blanket exemption for public accommodation for religious organizations or entities controlled by religious organizations.”

A ministry is not required to comply with ADA standards in its treatment of service animals unless it receives public funding or hosts a publicly-funded event.

Even a ministry that is under no legal obligation to admit service animals may choose to use a set of guidelines, such as the ADA, as a guideline for its own service animal policy. First West is a welcoming place and will voluntarily comply with the ADA in most respects. Compliance includes items listed in the policy section below.

For more information:

- Churches Are Not Places of Public Accommodation  
<http://harvardjol.com/2016/11/28/churches-are-not-places-of-public-accommodation/>
- ADA - Limited to Commercial Facilities  
[https://www.ada.gov/ada\\_title\\_III.htm](https://www.ada.gov/ada_title_III.htm)

### **A Welcoming Place**

The Mission of First West is to see that no one misses the grace of God. Our Vision is to see people changed by the gospel and living out their Christ-centered purpose.

Because we want to see every person changed by the gospel, we believe that the inclusion of individuals with disabilities has a positive impact upon the church. First West is committed to being welcoming and respectful of all people.

We recognize that one out of every five Americans has a disability. It’s our sincere desire to provide accommodation to individuals with disabilities and to serve the families of those individuals.

## Service Animal Policy

First West will comply with the ADA in most respects. Compliance includes, but is not limited to, the following items:

- **Definition.** The ADA says that a service animal is any dog that is trained to perform tasks for people with disabilities, including any physical, sensory, psychiatric, intellectual or other mental disability. A service animal may be trained to recognize and de-escalate agitation (e.g., PTSD), detect early warning signs of a neurological or metabolic episode (e.g., epilepsy, diabetes), assure safe guidance for the visually impaired, or perform simple tasks for people with impaired mobility, such as opening doors or retrieving objects. The task(s) performed by the dog must be directly related to the person's disability.
- **Public Accommodation Events.** Whenever the church allows an outside entity to utilize (use or rent) the church's facility, the church will abide fully by requirements of the ADA. In these instances, no restrictions on seating areas will be enforced. Other policies regarding property damage, threatening behavior and incident reports will be consistently applied.
- **Approaching a Guest with a Service Animal.** Recognize that you can't see most disabilities, and so don't be concerned if a service animal accompanies someone without a readily apparent disability. Other considerations include:
  - Approach guests with a view towards equality, inclusion and respect.
  - A service animal is not a pet; it has a job to do. Making noises at a service animal, approaching it, petting it, and offering it food are all unacceptable, as these behaviors can distract the animal from its duties.
  - Ask the animal's owner before approaching or interacting with it.
  - If you have questions about interacting with a guest and her service animal, consult with a Pastor or a member of the Safety Team.
- **Questions That May Be Asked.** The ADA permits only two questions which can be asked of individuals who have animals which they claim to be service animals:
  - Is the service animal required because of a disability?
  - What work or task has the animal been trained to perform?

Members of the Safety Team, Pastoral Staff, Ministerial Staff and other church employees are directed to ask ONLY these questions about service animals on church property.
- **Allergy Concerns.** The ADA prohibits an organization from barring a service animal because members have allergies or fear the animal.
- **Service Animal Food and Water.** The church is not responsible for providing a service animal with food or water.
- **Designated Outdoor Latrine Area.** The church provides a designated outdoor latrine area for service animals by the 3<sup>rd</sup> Street Worship Center Chiller Unit Gates. This grassy area is designated for service animals. Owners are encouraged, but not required, to dispose of animal waste after use.
- **Restrooms.** Guests with service animals are free to use all handicap accessible restrooms. Service animals are prohibited from using interior facility restrooms.

- **Property Damage.** If a service animal damages church property, including, but not limited to, defecating or urinating inside a church facility, the animal's owner will be asked to correct the problem. The animal may also be escorted from the building.
- **Threatening Behavior.** If a service animal appears to pose a threat to people, including, but not limited to, excessive barking or other disruptive behavior inside the building, the animal's owner will be asked to correct the problem. The animal may also be escorted from the building.

First West requires guests with service animals to comply with the following:

- **Harness and Leash.** Service animals must be harnessed, leashed and/or tethered while on church property. In rare instances, a harness and leash may interfere with the service animal's work or the person's disability may prevent the use of these devices. In these situations, the church will do everything possible to mitigate this requirement.
- **Worship Center Seating.** While the church takes care not to unduly isolate an assistance animal owner, or restrict their movement within public spaces, we may ask guests with service animals to sit in designated areas to minimize distractions for others.
- **Volunteer Positions.** Some volunteer positions on church ministry teams may preclude, limit or alter participation by individuals with service animals. Adjusted team service may include, but not be limited to, the following:
  - Worship Ministry Teams and On-Stage Positions
  - Worship Choir and Orchestra
  - Camera Operator
  - Door Greeter
  - Decision Encourager
  - Preschool/Children's Leader
  - Food Service
  - Safety Team
  - International Mission Trips
- **Incident Reports.** Members of the Safety Team, Pastoral Staff, Ministerial Staff and other church employees are required to complete an incident report whenever a policy violation or actionable moment occurs on church property.
- **Refusal to Comply.** Church employees will work to defuse any conflict or disagreement that may arise. In the rare instance that an individual refuses to comply with a Pastor or a member of the Safety Team, local law enforcement will be called to take charge of the situation.

For more information:

- Churches and the Americans with Disabilities Act  
<https://www.churchlawandtax.com/blog/2016/july/churches-and-americans-with-disabilities-act.html>
- Service Animals: Help Your Ministry Respond Appropriately  
<https://www.brotherhoodmutual.com/resources/safety-library/risk-management-articles/administrative-staff-and-finance/service-animals-help-your-ministry-respond-appropriately/>

## Comfort Animal Policy

- **Definition.** Some individuals use a range of animals for emotional support. The church does not recognize the right of individuals to bring comfort or “emotional support” animals on church property. The ADA does not require business owners to allow comfort animals on their premises.
- **Comfort Animal Designation.** Members of the Safety Team, Pastoral Staff, Ministerial Staff and other church employees are asked to take no action if there is reason to doubt an individual’s claim that their service animal is legitimate.
  - Observe the animal.
  - If it damages church property, becomes disruptive or appears to pose a threat to others, you can ask the animal’s owner to escort the animal from church facilities.
  - Consult with a Pastor or a member of the Safety Team.
- **Animals Other Than Dogs.** Any animals other than legitimate service animal (dogs) brought into church facilities will be designated non-service animals and will be escorted from the building.
- **Incident Reports.** Members of the Safety Team, Pastoral Staff, Ministerial Staff and other church employees are required to complete an incident report whenever a policy violation or actionable moment occurs on church property.
- **Refusal to Comply.** Church employees will work to defuse any conflict or disagreement that may arise. In the rare instance that an individual refuses to comply with a Pastor or a member of the Safety Team, local law enforcement will be called to take charge of the situation.

For additional information about the ADA:

- Frequently Asked Questions about Service Animals and the ADA  
[https://www.ada.gov/regs2010/service\\_animal\\_qa.pdf](https://www.ada.gov/regs2010/service_animal_qa.pdf)
- ADA: Questions and Answers  
<https://www.eeoc.gov/facts/adaqa2.html>

Revised 10.1.2018

# FIRST WEST | Transgender Guidelines

First West welcomes everyone without regard to previous faith experience or sexual orientation or any other attribute. Those who attend peacefully with a worshipful attitude are welcome to attend any Sunday morning worship service on any First West campus.

First West affirms the Baptist Faith and Message 2000 (BFM) as the church's statement of faith in its Constitution and Bylaws. The BFM, our Definition of Marriage Policy and Covenant Marriage Position Paper further clarify our convictions about marriage and human sexuality.

The first responsibility and requirement of church membership—including leadership positions and most volunteer service positions—require agreement with these doctrinal and policy statements.

Here's a short summary of how our church is prepared to minister to you and other transgendered individuals:

1. **We have abundant grace, love and concern for your well-being.**
2. **Bring your kids.** They are welcome to participate in every way.
3. **Attend a worship service.** All are welcome.
4. **Attend gender-specific events appropriate for your naturally born sex only.** We ask that naturally-born males who may identify as females NOT to attend women's events. In the same way, we ask that naturally-born females who may identify as males NOT to attend men's events.
5. **We aren't able to offer a small group option for individuals who've transitioned or who are currently transitioning.**
6. **We love you and we care about you and your family, but our conviction is that God assigned your gender at birth.** That conviction doesn't preclude us from ministering to you and your family.
7. **We ask that you use 1 of our 2 family restrooms when on the West Monroe Campus.** That's for your comfort and privacy and for the comfort and privacy of others.



## FIRST WEST | Definition of Marriage

### **Biblical Definition of Marriage**

The vision of First West is to see people changed by the Gospel and living out their Christ-centered purpose. We believe that a man and woman seeking marriage should do so with the biblical understanding of marriage, which is clearly stated in Genesis 2:24. First West further defines marriage as the union of one (biological) man and one (biological) woman freely and totally committed to one another as companions for life. We believe that because God our Creator established marriage as a sacred institution between one man and one woman, an immutable precept that marriage is a covenant only between one man and one woman has been the traditional and Biblical definition of marriage for all of human history ("Biblical Definition of Marriage"). The Church, through its Lead Pastor and ministerial staff, considers the Biblical Definition of Marriage to be a central tenet of the Christian Church and hereby creates this policy, which shall be known as the "Marriage Policy."

### **Cohabiting Couples**

The Scriptures also teach that cohabitating couples fall short of God's standard for pre-married couples. Despite growing popularity and practice of cohabitation within both the church and culture, First West's desire is to submit to Scripture in all things, including cohabitation, prior to marriage. The finding of secular research notwithstanding, it is First West's conviction that cohabitation is a biblically sinful decision for couples. Therefore, if a couple decides to continue cohabitating, First West reserves the right to refuse to host or officiate at a couple's wedding as participating in such a wedding, through use of the Church's facilities or the officiating of such wedding by a First West pastor, would contradict the Church's beliefs.

### **Church Facilities**

In accordance with the Church's religious beliefs, the Church specifically prohibits acts or omissions including, but not limited to, 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 could be perceived by any person to be inconsistent with this Church's Marriage Policy, including but not limited to 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 the Biblical Definition of Marriage.

### **Pastors and Staff**

The pastors and staff of First West shall only participate in weddings and solemnize marriages that fit the above biblical definition of marriage. Finally, the facilities, campuses, property, and entities related to First West shall only host weddings and all related activities that align with the Biblical Definition of Marriage.

### **Louisiana Covenant Marriage**

Further, we believe biblical marriage is a service of worship in which the bride-elect and groom-elect, in the company of their loved ones and friends, publicly covenant with each for life under the blessing of God. As an extended effort to champion the life-long nature of this covenant between one man and one woman in a culture where divorce is rampant, First West requires that biblical wedding ceremonies which are performed on any campus or facility of First West to be a covenant marriage as defined by the Covenant Marriage Act (HB 1631). (Further information with regards to the extra requirements for Covenant Marriage and its stipulations can be found online at <http://new.dhh.louisiana.gov/index.cfm/page/695>.)

Covenant marriage requires premarital counseling with accompanying signed affidavits and attestations that this counseling has been done in accordance with the Covenant Marriage Act. As a result, all weddings performed on any campus or in any facility of First West will require premarital counseling done in partnership with First West's Counseling Center. All accompanying paperwork will be filled out by the individual counselor, the bride-elect, and the groom-elect. The above paperwork will be submitted to the Clerk of Court's office to be filed with the state of Louisiana per the requirements of the marriage license.

### **Primacy of Scripture**

We believe this Church's Marriage Policy is based upon God's will for human life as conveyed to us through the Holy Scriptures, upon which this Church has been founded and anchored, and this Marriage Policy shall not be subject to change through popular vote; referendum; prevailing opinion of members or the general public; influence of or interpretation of any government authority, agency or official action; or legal developments on the local, state, or federal level.

The Biblical Definition of Marriage is the only definition of marriage that will be recognized or accepted. No officer, employee, servant, agent, volunteer or any person, corporation, organization, or entity under the direction or control of this Church shall commit any act or omission, or make any decision whatever, that would be inconsistent with, or that could be perceived by any person to be inconsistent with, full support of this Church's Marriage Policy and strict adherence to the Biblical Definition of Marriage rather than any alternative to the Biblical Definition of Marriage.

### **Living Together**

We ask couples who are living together to move into separate homes. Scripture tells us to "flee sexual immorality" (1 Corinthians 6:18) and to place yourself in a living situation that you have the best chance for purity and separation from temptation (1 Thessalonians 4:3-5; Ephesians 5:3; Hebrews 13:4). It is our observation that couples that honor the Lord in every aspect of their relationship experience greater oneness, peace, and joy in marriage.

If you are currently cohabitating or have questions about cohabitation, we would like to have the opportunity to discuss this further with you.

**Premarital Counseling**

Each pastor of First West conducts the service of marriage only after pre-marital conferences have been completed. First West's Counseling Center Pastor will meet with you immediately following your request for either use of First West facilities and/or your request for a member of the ministerial staff to perform your wedding ceremony. He will discuss the Church's requirements for covenant marriage and will also discuss the recommended schedule for premarital counseling.

It is your responsibility to make arrangements for these sessions through the First West Counseling Center (318-322-1427). The final conference with the pastor performing your ceremony should be scheduled one or two weeks prior to the wedding. At that time, any special requests for the ceremony should be discussed.



# FIRST WEST | Covenant Marriage | Summary

In our age of deep moral confusion, we believe that the Church must reaffirm its convictions about what marriage is. In joyful, caring love for his creatures the Lord gave us the Scriptures to be our authority and to guide us. Sourced in love, the Bible's teaching about marriage is good news for people. We affirm that, according to the Bible, God's design for marriage is a covenantal union between one man and one woman that is open to the gift of children.

## **Marriage Is a Covenant**

How does the world view marriage? When we look at marriage laws in most states, and at marriage in American popular culture, we see that world's view of marriage. The world sees marriage as a contract that makes the romantic feelings of the adult parties 'official.' This is an impoverished reduction of what God created marriage to be. The world's misunderstanding of marriage teaches people to abandon ship when things get hard, leaving broken homes, abandoned children, and lonely and broken spouses in the wake.

According to Scripture, however, marriage is a *covenant* (Mal. 2:14; Mat. 19:4-5), a lifelong union that binds husbands to wives, wives to husbands, and both to the children that God may choose to bring to them. The faithfulness that results from such a lifelong union trains us to persist when things are difficult. Covenant commitment enables us to make serious personal investments in the difficult problems that we face in our communities. History teaches us that a strong marriage culture creates and sustains a society with strong bonds of trust between people and the well-being of its citizens.

## **Marriage Is a Total Union**

Marriage is also a total union, not a partial one. The world tends to imagine our lives as pies that are divided up into various slices: a religion slice, a work slice, a friendship slice, a marriage slice, and so on.

However, the covenantal nature of God's design for marriage means that marriage is not merely one slice in one's overall life. Rather, covenant marriage requires all that are, from both spouses. We can understand Paul's message to the Corinthians in 1 Cor. 7 as meaning that husbands and wives may not hold anything back from each other, whether that be affection, sex, time, or finances. God requires that our spouses receive the very best from us. We are to pattern our relationship with our spouse on the fierce love with which Christ sacrificed himself totally to his people. In turn, his people totally submit to him in all things (Eph. 5:21-33).

The total union between Christ and the Church vividly demonstrates the total union between husbands and wives.

**Marriage Requires Openness to Children**

The world's misunderstanding of marriage as a mere contract infects the marriage culture of the United States with selfishness. Selfishness turns our attention away from the children who are born into the union and toward the happiness of the adults who enter into the contract.

Marriage is unlike other relationships in part because of children. The wellbeing of children is an essential reason why God ordained that we treat marriage differently than our other relationships. The marital relationship is the healthiest, wisest and most successful environment in which children can be effectively nurtured into flourishing and competent citizens. Thus, any society that cares about its own survival will be concerned to foster a strong marriage culture. A strong marriage culture includes encouraging couples to be open to the gift of children.

The Scriptures consistently emphasize that children are a gift from the Lord (e.g., Psa. 127:3-5). The older term for marriage, 'holy matrimony', actually comes from the Latin word for 'mother'. More importantly, however, if couples use technology permanently to refuse the gift of children, there is a sense in which they are refusing a part of themselves with each other.

**Our Commitment to Covenant Marriages**

Louisiana's covenant marriage statute recognizes that marriage is a lifelong commitment, and it encourages couples to work through their problems in counseling rather than ending a difficult relationship except in limited circumstances such as adultery or abuse. In so doing it takes a stand against easy, 'no-fault' divorce. At First West we believe that in substance the Louisiana statute affirms the biblical understanding of marriage, and we require all who want to be married here to commit to the heightened requirements for covenant marriage in Louisiana law. The pastors at First West would be happy to meet with you to discuss further the biblical basis of marriage and how covenant marriage works in Louisiana.

In our age of deep moral confusion, it is necessary for all Christians to give ‘a reason for the hope that is within them’ (1 Pet. 3:15) about what marriage is and why the classical Christian account of marriage, which some have called ‘conjugal union’,<sup>1</sup> is good news. We affirm that marriage is a covenantal and total union between one man and one woman that is open to the gift of children. As almost each part of this definition is contested and can create confusion, we will carefully explain each element of it and how each element is integral to the gospel itself in the sections that follow.

### **Marriage Is a Covenant, Not a Contract**

Nothing has been more catastrophic for marriage in our society than the reduction of marriage to the status of a mere contract. John Witte, Jr. has argued that in the history of the west, a number of different ‘models’ have been proposed by Christians for understanding what marriage is.<sup>2</sup> In various Christian societies, marriage has been understood as a sacrament, a covenant, and a miniature commonwealth. Only since the Enlightenment has marriage been understood as a contract like any other. Of these different ‘models’ of marriage, the covenantal model has the deepest roots in Scripture.

God’s covenant with Israel at Sinai (Ex. 19-20) becomes the basis among the prophets for speaking as though God were married to Israel, and for speaking of Israel’s idolatry and covenant breaking as if it were adultery (Jer. 3:8; Ezek. 16; Hos. 2:2-23; Isa. 57:7-17). Indeed, the steadfast covenant love of God for Israel is seen as paradigmatic of the husband’s love for his wife. This marriage covenant between God and Israel becomes the basis for reading the Song of Songs allegorically among the Rabbis and the early Christians. The historian Jaroslav Pelikan has argued that by the time this text was included in the canon, the song was already read as an allegory of God’s love for Israel.<sup>3</sup> The love between husband and wife in marriage, especially in Hosea and Malachi, is then expressly seen as a microcosm of this love of God for Israel (Hos. 1:2; 3:1; Mal. 2:14-16). In the New Testament, this theme continues as the covenant love of marriage is framed as a microcosm of God’s steadfast love for his people in Christ (Eph. 5:21-33).

Paul tells us that the fact that this covenant includes one male and one female is not arbitrary, but rather shows us something significant about this relationship between God and his people. As Gerald Hiestand has recently argued, there are different kinds of power – physical, intellectual, emotional, and so on – but physical power creates and sustains the domains

<sup>1</sup> Patrick Lee and Robert George, *Conjugal Union: What Marriage Is and Why It Matters* (Cambridge: Cambridge University Press, 2014).

<sup>2</sup> John Witte, Jr., *From Sacrament to Contract: Marriage, Religion, and Law in the Western Tradition*, Second Edition (Louisville: WJK, 2011).

<sup>3</sup> Jaroslav Pelikan, *Whose Bible Is It? A Short History of the Scriptures* (New York: Penguin, 2006), 43.

wherein these other forms of power can be expressed for the flourishing of relationships and communities. Husbands are almost always endowed with greater physical strength than their wives, and Paul is commending to them to love their wives in such a profound way that they use that superior physical strength to protect and enable the expression of their more supple strengths to create the flourishing of families and surrounding communities.

The disparity in physical strength between husband and wife is not inherently degrading to women, and Paul's point is that the marriage relationship should be structured in such a way that husbands use their strength to empower their wives' strengths to come to the fore: "Christ doesn't just deploy his power on behalf of his bride; he *shares* his power with his bride."<sup>4</sup>

Although there are similarities between a contract and a covenant, the differences far outweigh the similarities. A covenant is permanent, public, sacred, and sacrosanct in a way that contracts are not. Covenants were like contracts in that they were pacts freely entered into, established by solemn and binding oaths. However, in addition to the parties entering into the covenant, the community to which the covenanters belonged, and God himself, were witnesses and enforcers of the covenant. Malachi 2:14 explicitly tells us that God is witness to and enforcer of the marriage covenant: "the Lord was witness between you and the wife of your youth, to whom you have been faithless, though she is your companion and your wife by covenant."

The responsibility of the community to support and guard marriages are among the historic reasons for the practices of the publication of "the banns of marriage" (from the middle English word meaning 'proclamation') and godparents, who were thought of as 'co-parents' and kin to the children of the matrimonial union and were included within the prohibited degrees of consanguinity of the children for whom they served as sponsors at baptism.<sup>5</sup>

Even in our own nation, where the contractual model of marriage has held sway almost since our inception, the marriage contract has always been seen as different than other contracts. In 1834, Chief Justice Joseph Story of the U.S. Supreme Court wrote that "all civilized societies" have viewed marriage as "a peculiar and favored contract." It is "in its origin a contract of natural law," and "it is the parent, and not the child of society; the source of civility and a sort of seminary of the republic." Because it is such a singular type of contract, Story continued, "It appears to me something more than a mere contract. It is rather to be deemed an institution of society founded upon the consent and contract of the parties; and in this view it has some peculiarities in its nature, character, operation, and extent of operation, different from what belongs to ordinary contracts."<sup>6</sup>

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<sup>4</sup> Gerald Hiestand, "Put Pain Like That Beyond My Power: A Christocentric Theodicy with Respect to the Inequality of Male and Female Power," in *Beauty, Order, and Mystery* (Grand Rapids: IVP Academic, 2017), 115-116.

<sup>5</sup> See Claudia Rapp, *Brother-Making in Late Antiquity and Byzantium* (New York: Oxford University Press, 2016), 11, 35.

<sup>6</sup> Joseph Story, *Commentaries on the Conflict of Laws, Foreign and Domestic*, quoted in John Witte, Jr., "More than a Mere Contract: Marriage as Contract and Covenant in Law and Theology," *University of St. Thomas Law Journal* 5 (2008), 599.

The contemporary understanding of marriage, by contrast, reduces marriage to the status of other contracts. It can be negotiated with whatever stipulations the parties negotiate, and the vows may contain whatever content the parties prefer. Seen through this lens, it is arbitrary historical contingency that marriage is between a ‘husband’ and ‘wife’ who are themselves male and female, respectively, or that the union is between two people alone. As Andrew Root says, marriage as pure contract “is unbound to anything other than the free negotiation of the individual selves that choose to find intimacy with each other.”<sup>7</sup>

Marriage for Christians is a covenant, not a contract. The basis for the fidelity of husband and wife to each other is God’s steadfast, faithful love for his people in Christ. The monogamous, male-female duality at the heart of this covenant is essential to the biblical vision, both in the creation ordinance of marriage and in its renewal and reaffirmation in Christ (Gen. 2:24; Mat. 19:5; Eph. 5:31).

The beauty of marriage within God’s ultimate plan to reconcile all things to himself in Christ is marred when Christians acquiesce to a culture of ‘no-fault’ divorce or profess ‘irreconcilable differences’ as the basis for the dissolution of the union. The beauty of marriage is marred when Christians accept the normativity of physical or emotional abuse within marriage unions. The beauty of the marriage covenant is marred when we refuse to take responsibility for one another and inquire into the health of each other’s marriages. The beauty of marriage is marred when we begin to treat it as a ‘mere contract’ that can be modified in whatever way we want.

### **Marriage Is a Total Union, Not a Partial One**

If marriage is a covenant, rather than a mere contract, it must also be said that the kind of union it envisions between the couple is a *total* union rather than a *partial* one. Covenants in the ancient world were always sealed by a ‘covenant sign’, and we see this in covenants throughout Scripture. Covenant signs indicate the total commitment of the self required by the covenant. The covenanter holds nothing back of him or herself when entering into the covenant, whether the covenanter is God or a human being or community.

When God covenants with his creation not to destroy it through flood again, the sign that he puts in the heavens is the rainbow, representing the hunter’s bow, no longer turned downward in wrath toward the creation, but pointed upward into the heart of heaven, in symbolic judgment of God should God ever fail in his promise (Gen. 9:13-17). When God covenants with Abraham, an animal is split into two and the parties walk through the sacrificed animal as if to say, may it be unto me as with these animals if I fail to uphold the covenant. In a dramatic gesture, however, God puts Abraham to sleep, and only he passes through the sacrificed animal (Gen. 15).

Abraham, Moses, and the Israelites are also to circumcise themselves and their families as a covenant sign, of their complete covenantal allegiance and devotion to God. This sign was used

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<sup>7</sup> Andrew Root, *The Children of Divorce: The Loss of Relationship as the Loss of Being* (Grand Rapids: Baker, 2010), 38.

throughout the ancient near east, but in Israel it took on a particular meaning. It was like pruning a plant so that it could be more fruitful.<sup>8</sup> But the specific kind of fruitfulness indicated by circumcision was a fruitfulness of soul - hence the constant exhortation by the prophets to have our hearts circumcised (Deut. 10:12-17; 30:6; Jer. 4:1-4; Rom. 2:25-9; 3:30; Col. 2:11-13).

From Scripture it is clear that the covenant sign accompanying the covenant of marriage is sex. Sex is the sign which manifests one's commitment to the total union envisaged in the marriage vow.<sup>9</sup> Gordon Hugenberger draws our attention to several places in which this relationship between sign and vow is crucial to understanding OT laws. For instance, in the provision that a man who has sex with an unbetrothed virgin in Deut. 22:28, the law requires that the man pay the bride price and marry her because he has professed with his body his commitment to the covenant, and now his life must follow: he must commit himself to a total union with her.<sup>10</sup>

This total union, which the marriage vows profess and the body consents to in sexual act, is what it means to be 'one flesh'. This same logic, that one must not profess with one's body what one has not consented to with one's lips and with one's whole life, is what grounds Paul's admonition to the men of Corinth not to sleep with prostitutes, because in doing so one becomes 'one flesh' with her (1 Cor. 6:16). This 'one flesh' dynamic in marriage means that one partner cannot withhold anything from the other. A full and complete interdependence between husband and wife is envisioned in the Scriptural vision of marriage.

There are any number of ways that husbands and wives may withhold some part of themselves from the other. Paul addresses the withholding of sex in 1 Corinthians 7:4-5, but we also withhold some part of ourselves from this total union when we withhold affection, or transparency about our financial dealings. We withhold a part of ourselves when devote ourselves overzealously to our work at the expense of our families.

The fact of this total union in the marriage covenant means that, second to God, our spouses are our first priority, and that consent and mutual submission to one another is the expression of this total union through which the covenantal union between God and his people is magnified. This is the reason that Jonathan Grant can say that more than any legislative changes to secure the sanctity of marriage, the quality of our marriages that most magnifies God and makes his gospel attractive: "it is perhaps in our marriages that we can most clearly witness to the gospel of peace and reconciliation."<sup>11</sup>

### **Marriage Requires Openness to Children**

In our day perhaps the most glaring way in which we withhold ourselves from the total union that marriage requires is by withholding ourselves from the fertility that the covenant sign of sex entails. Since the 1950s, it has been possible through technological means, in most cases, to

<sup>8</sup> See the analysis in Peter Leithart, *Delivered from the Elements of the World* (Downers Grove: IVP, 2016), 88-90.

<sup>9</sup> Gordon Hugenberger, *Marriage as a Covenant: Biblical Law and Ethics as Developed from Malachi* (Grand Rapids: Baker, 1994), 265, 281, 343.

<sup>10</sup> *Ibid.*, 253.

<sup>11</sup> Jonathan Grant, *Divine Sex* (Grand Rapids: Brazos, 2015), 71.

detach sex from procreation. This has led, perhaps unsurprisingly, to what Mary Eberstadt has helpfully called a ‘recreative’ rather than a ‘procreative’ vision of the sexual act.

Many authors, including Eberstadt and Kay Hymowitz, have argued that the ability to detach sex from procreation has had the most pronounced consequences for men, for whom fatherhood has typically triggered a more robust work ethic as well as a protective instinct. Hymowitz notes that “adult manhood has almost universally equated with marriage and fatherhood,” and Eberstadt argues that the ‘atrophying of the protective instinct’ in many men has occurred ‘because many have nothing to protect.’<sup>12</sup>

Protestants have too quickly assumed that birth control is a matter for couples to decide about on their own without the guidance of the church community. In one sense Scripture does not tell us, as the Roman Catholic church argues, that each and every sexual act must be open to fertility, but there is a powerful argument to be made from scripture that permanent frustration of the connection between sex and fertility is inconsistent with the total union required by marriage. Children are, according to Scripture, are “a gift from God; they are a reward from him. Children born to a young man are like arrows in a warrior’s hands. How joyful is the man whose quiver is full of them!” (Psa. 127:3-5).

If we permanently refuse the gift of children, there is a sense in which we are refusing a part of ourselves from one another. More importantly, we cut ourselves off from a principle reason that Scripture and Christians through the ages have held the conviction that marriage is between a man and a woman. Just as this total union can only be given between a couple, so the fertility that springs from the covenant sign of this union can only happen as husband and wife become one flesh in the sexual encounter. The older term for marriage in the Christian tradition is ‘holy matrimony’. It is no accident that this term derives from the Latin word for ‘mother’ – it is in this union, in which the husband is bound to his wife and the children that result from this union, that the role of mother is sanctified and dignified.

### **Our Commitment to Covenant Marriages**

Because we confess that marriage is a total, lifelong, covenantal union between one man and one woman that is open to children, we endorse Louisiana’s covenant marriage guidelines and require every wedding that happens at First West to be a covenant marriage. In essence, the Louisiana provision recognizes that marriage is a lifelong commitment, and therefore the statute requires intentionality before entering marriage, and it makes it difficult to get divorced.

Prior to getting married, premarital counseling is required. Secondly, the couple must sign a Declaration of Intent which states their intent to live as husband and wife forever, that they have disclosed all information which could ‘adversely affect’ the decision to marry, and that

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<sup>12</sup> Hymowitz, *Manning Up: How the Rise of Women Has Turned Men into Boys* (New York: Basic Books, 2011), 127; Mary Eberstadt, *Adam and Eve after the Pill* (San Francisco: Ignatius, 2012), 55.

they are committed to preserve their marriage, including marriage counseling, should marital difficulties arise. In order to obtain a divorce, a legal separation of two years is required.

In order to obtain that separation, a spouse must prove adultery by the other spouse, commission of a felony that gives rise to a sentence of hard labor or death, physical or sexual abuse of the spouse seeking the divorce, or a child of either spouse, or habitual 'intemperance', a term that includes drug or alcohol abuse, cruelty, or other severe mistreatment by the other spouse. Thus, only after reasonable efforts have been made to preserve the marriage, including a lengthy period of separation wherein spouses have an opportunity to reconcile, will divorce be granted.

Our conviction at First West is that these requirements substantially align with the biblical vision of marriage, and we require all members who desire to get married at First West to commit to covenant marriage. Furthermore, as we believe that the heightened requirements for divorce in Louisiana are a help to those who might be tempted to leave their marriages in a season of difficulty, we encourage all members who were not married covenantally to take advantage of the legal process that enables couples to convert their marriages into covenant marriages. The pastors at First West would be happy to discuss this process with you and to help you work towards strengthening your marriage.



**WEDDING  
HANDBOOK**

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# Welcome!

## To the Bride and Groom,

**Congratulations on the decision you have made to enter into the covenant of marriage. We believe marriage is a gift from the Lord, given to us in order to put His greatness on display for the world to see (James 1:17, Matthew 5:14-16).** Our desire at First West (First Baptist Church of West Monroe), First West Calhoun and other entities is to help you as you prepare for your special day. More importantly, while we desire couples to have a wonderful wedding day, our greatest passion is for your marriage to bring God the glory He deserves.

Whether we are providing you a location to get married or a pastor to officiate your ceremony, as the body of Christ, we are primarily concerned with God being honored in the process. Since marriage is one of the most important decisions you will ever make, we feel it is our responsibility to help prepare you for marriage. To that end, this wedding policy guide will assist you in the process.

In the following pages you will find all the information you need regarding our definition of marriage as well as our policies and procedures for use of our facilities, pricing, requirements, recommended timelines and much more. We hope that this guide will be a great help to you.

The first step in the process will be for you to become familiar with this information. The second step will be for you to contact our Operations Manager who will help you get the process started.

May God bless you as you prepare for an incredible wedding day!

Your Ministerial Team @ First West



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## First West's Definition of Marriage

The vision of First West is to see people changed by the Gospel and living out their Christ-centered purpose. We believe that a man and woman seeking marriage should do so with the biblical understanding of marriage, which is clearly stated in Genesis 2:24. **First West further defines marriage as the union of one (biological) man and one (biological) woman freely and totally committed to one another as companions for life.** We believe that because God our Creator established marriage as a sacred institution between one man and one woman, an immutable precept that marriage is a covenant only between one man and one woman has been the traditional and Biblical definition of marriage for all of human history ("Biblical Definition of Marriage"). The Church, through its Lead Pastor and ministerial staff, considers the Biblical Definition of Marriage to be a central tenet of the Christian Church and hereby creates this policy, which shall be known as the "Marriage Policy."

### **Scripture teaches that cohabitating couples fall short of God's standard for pre-married couples.**

Despite growing popularity and practice of cohabitation within both the church and culture, First West's desire is to submit to Scripture in all things, including cohabitation, prior to marriage. The finding of secular research notwithstanding, it is First West's conviction that cohabitation is a biblically sinful decision for couples. Therefore, if a couple decides to continue cohabitating, First West reserves the right to refuse to host or officiate at a couple's wedding as participating in such a wedding, through use of the Church's facilities or the officiating of such wedding by a First West pastor, would contradict the Church's beliefs.

In accordance with the Church's religious beliefs, the Church specifically prohibits acts or omissions including, but not limited to, 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 could be perceived by any person to be inconsistent with this Church's Marriage Policy, including but not limited to 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 the Biblical Definition of Marriage. The pastors and staff of First West shall only participate in weddings and solemnize marriages that fit the above biblical definition of marriage. Finally, the facilities, campuses, property, and entities related to First West shall only host weddings and all related activities that align with the Biblical Definition of Marriage.

## Covenant Marriage

Further, we believe biblical marriage is a service of worship in which the bride-elect and groom-elect, in the company of their loved ones and friends, publicly covenant with each for life under the blessing of God. As an extended effort to champion the life-long nature of this covenant between one man and one woman in a culture where divorce is rampant, First West requires that biblical wedding ceremonies which are performed on any campus or facility of First West to be a covenant marriage as defined by the Covenant Marriage Act (HB 1631). (Further information with regards to the extra requirements for Covenant Marriage and its stipulations can be found online at <http://new.dhh.louisiana.gov/index.cfm/page/695>.)



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**Covenant marriage requires premarital counseling with accompanying signed affidavits and attestations that this counseling has been done in accordance with the Covenant Marriage Act.** As a result, all weddings performed on any campus or in any facility of First West will require premarital counseling done in partnership with First West's Counseling Center. All accompanying paperwork will be filled out by the individual counselor, the bride-elect, and the groom-elect. The above paperwork will be submitted to the Clerk of Court's office to be filed with the state of Louisiana per the requirements of the marriage license.

We believe this Church's Marriage Policy is based upon God's will for human life as conveyed to us through the Holy Scriptures, upon which this Church has been founded and anchored, and this Marriage Policy shall not be subject to change through popular vote; referendum; prevailing opinion of members or the general public; influence of or interpretation of any government authority, agency or official action; or legal developments on the local, state, or federal level. The Biblical Definition of Marriage is the only definition of marriage that will be recognized or accepted. No officer, employee, servant, agent, volunteer or any person, corporation, organization, or entity under the direction or control of this Church shall commit any act or omission, or make any decision whatever, that would be inconsistent with, or that could be perceived by any person to be inconsistent with, full support of this Church's Marriage Policy and strict adherence to the Biblical Definition of Marriage rather than any alternative to the Biblical Definition of Marriage.

## Living Together

**We ask couples who are living together to move into separate homes.** Scripture tells us to "flee sexual immorality" (1 Corinthians 6:18) and to place yourself in a living situation that you have the best chance for purity and separation from temptation (1 Thessalonians 4:3-5; Ephesians 5:3; Hebrews 13:4). It is our observation that couples that honor the Lord in every aspect of their relationship experience greater oneness, peace, and joy in marriage.

If you are currently cohabitating or have questions about cohabitation, we would like to have the opportunity to discuss this further with you.

## Premarital Counseling

**Each pastor of First West conducts the service of marriage only after pre-marital conferences have been completed.** First West's Counseling Center Pastor will meet with you immediately following your request for either use of First West facilities and/or your request for a member of the ministerial staff to perform your wedding ceremony. He will discuss the Church's requirements for covenant marriage and will also discuss the recommended schedule for premarital counseling. It is your responsibility to make arrangements for these sessions through the First West Counseling Center (318-322-1427). The final conference with the pastor performing your ceremony should be scheduled one or two weeks prior to the wedding. At that time, any special requests for the ceremony should be discussed.



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# What We Believe

## God

God is the Creator and Ruler of the universe. He eternally exists as one essence in three co-equal distinct persons: the Father, the Son, and the Holy Spirit. [Genesis 1:1; Deuteronomy 6:4; Ephesians 4:6; John 14:16-17; John 1:1-18]

## Creation & Care

God created the universe and guides history for His purposes. [Genesis 1:1; Romans 8:28]

## Christ

Jesus Christ is the Son of God. He is co-equal with the Father. Jesus lived a sinless human life and offered Himself as the perfect sacrifice for the sins of all people by dying on a cross. He arose from the dead after three days to demonstrate His power over sin and death. He ascended to Heaven's glory and will return again someday to Earth to reign as King of Kings and Lord of Lords. [John 1:1, 14; 20:30-31]

## The Holy Spirit

The Holy Spirit is the Spirit of God. He is the one who inspired men to write the Scriptures. He enables men to understand truth. He exalts Christ. He convicts of sin. He calls men to the Savior, and effects regeneration. He cultivates Christian character, comforts believers, and bestows the spiritual gifts by which they serve God through His church. He seals the believer unto the day of final redemption. His presence in the Christian is the assurance of God to bring the believer into the fullness of the stature of Christ. He enlightens and empowers the believer and the church in worship, evangelism, and service. [Genesis 1:2; Psalm 139:7; Matthew 28:19; Luke 11:13; John 4:24; 2 Timothy 1:14; Revelation 22:17]

## Humanity

People are made in the spiritual image of God, to be like Him in character. People are the supreme object of God's creation. Although every person has tremendous potential for good, all of us are marred by an attitude of disobedience toward God called sin. [Genesis 1:26-30; John 3:16; Romans 5:8; 1 Corinthians 1:21-31; Colossians 1:21-22]



## Marriage

Marriage is the union of one (biological) man and one (biological) woman freely and totally committed to one another as companions for life. We believe that because God our Creator established marriage as a sacred institution between one man and one woman, an immutable precept that marriage is a covenant only between one man and one woman has been the traditional and Biblical definition of marriage for all of human history. [Genesis 2:24]

## Salvation

Salvation is God's free gift to us, but we must accept it. We can never make up for our sin by self-improvement or good works. Only by trusting in Jesus Christ as God's offer of forgiveness can anyone be saved from sin's penalty. When we turn from our self-ruled life and turn to Jesus in faith, we are saved. Eternal life begins the moment one receives Jesus Christ into his life by faith. [Ephesians 2:8-9]

## Bible

The Bible is God's Word to us, written by human authors under the supernatural guidance of the Holy Spirit. It is the supreme source of truth for Christian beliefs and living. [2 Timothy 3:16-17]

## Church

The Church is Christ's body through which He accomplishes His purposes on Earth. [Ephesians 4:12-16]

## Baptism

A person demonstrates his acceptance of Christ and joins the local church via believer's baptism. [Acts 2:38, 41-42; 1 Corinthians 12:13]

## Lord's Supper

A believer remembers Christ's death and encourages Christian unity through partaking of the Lord's Supper. [1 Corinthians 11:23-26, 33]



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## Eternity

People were created to exist forever, either eternally separated from God by sin, or eternally with God through forgiveness and salvation. To be eternally separated from God is death. To be eternally in union with Him is eternal life. Heaven and Hell are real places of eternal existence. [Matthew 25:31-41, 45-46]

## The Christian & Social Order

All Christians are under obligation to seek to make the will of Christ supreme in our own lives and in human society. In the spirit of Christ, Christians should oppose racism, every form of greed, selfishness, and vice, and all forms of sexual immorality, including adultery, homosexuality, and pornography. We should work to provide for the orphaned, the needy, the abused, the aged, the helpless, and the sick. We should speak on behalf of the unborn and contend for the sanctity of all human life from conception to natural death. [Exodus 20:3-17; Leviticus 6:2-5; Deuteronomy 10:12; Romans 12-14; 1Corinthians 5:9-10; Colossians 3:12-17; James 1:27]

## Officiants

**Since weddings are a holy act and sacrament of the church, First West requires a member of the pastoral or ministerial team to officiate all weddings in church venues.** Feel free to speak directly with any pastor about your wedding ceremony. If you aren't sure who should officiate your wedding, contact the Lead Pastor's Office at 318-322-5656.

## Guest Minister

**An ordained minister may be invited to assist if he is affiliated with the Southern Baptist Convention and is supportive of our Church's adherence to the SBC's guiding principles as outlined in *The Baptist Faith and Message 2000*.** This pastor must complete and submit the *Application to Serve as Assisting Pastor* (located in the forms section of this packet). All ministers must be registered with the State of Louisiana in order to assist with a wedding or sign the marriage certificate. To register, the minister should call the Ouachita Parish Clerk of Court's office.

## Pastor's Honorarium

While your pastor does not charge a fee for officiating at your wedding, it is customary to present an honorarium. It is suggested that no less than \$300 be presented to your Wedding Director to give to the pastor either at the rehearsal or when you present the marriage license. It is also suggested that no less than \$150 be presented to the assisting pastor.



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## Wedding Director

**First West requires a Wedding Director to make your special day everything you want it to be!** If you are acquainted with one of our Wedding Directors, you are welcome to use the director known to you. If you aren't sure, we can provide a list of Wedding Directors or choose one for you. Be sure to consult with your Wedding Director well in advance of the wedding.

The Wedding Director serves as the liaison between the wedding party and the Church. If the bride also chooses to secure the services of an outside wedding planner, First West's assigned director will work in cooperation with that person. First West's Wedding Director is entrusted with the good stewardship of church facilities and property.

### Function of Your Wedding Director

The Wedding Director provides the bridal party approximately 10 hours of her time. This includes meeting with the bride or bridal party to discuss arrangements, coordination with vendors, preparation of the wedding program, and direction of the rehearsal (assisting the pastor who will conduct the ceremony and directing the entrance of the bridal party for the ceremony).

The Wedding Director:

- Notifies the bridal party and vendors about the times and entrances available to them.
- Manages and safeguards church policies and guidelines.
- Is present any time the wedding party is present in the Church facility.
- Is charged with leading the rehearsal.
- Assist the pastor as requested.
- Handles the marriage license and honorariums. The marriage license and honorariums for the pastor and the musicians should be given to the Wedding Director at the rehearsal.
- The wedding license should be delivered to the Wedding Director at rehearsal (The Ouachita Parish Clerk of Court will provide information on securing your wedding license).



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## Scheduling

The Church's facilities were provided through God's benevolence and by the sacrificial generosity of Church members. It is our desire that facilities be used for the fellowship of the Body of Christ and to bring God glory. Facility usage will not be permitted to persons or groups holding, advancing or advocating beliefs or practices that conflict with the Church's faith or moral teachings. The Church has in place an approved process for the review of all requests for use of Church facilities.

**Weddings must be scheduled a minimum of ninety (90) days in advance in order to be in compliance with First West's premarital counseling requirements.** Application shall be made through the Operations Manager who will help coordinate an initial meeting with the Counseling Pastor. Following this meeting, upon recommendation of the Counseling Pastor, the date, time, and facilities for both the rehearsal and wedding can be scheduled.

**Because of ministry events on our Church calendar, weddings cannot be scheduled on Sundays, Wednesdays, or during general Church meetings or events.** Neither weddings nor rehearsals are scheduled during the week of the following holidays: New Year's, Thanksgiving, or federal / state holiday weekends. Weddings are not scheduled the week prior to, during, or following the Church's annual Vacation Bible School.

In order to help protect your special day, First West will not schedule two weddings during the same weekend unless one is a private exchange of vows requiring no rehearsal, no reception, and no decorations.

**Typically, Saturday evening weddings will not be booked later than 6 pm in West Monroe's Feazel Chapel or 4 pm in the Worship Center (all campuses).** Wedding invitations should not be ordered, announcements or detailed arrangements made until this agreement has been confirmed.

All applications require a \$200 refundable security deposit for both Feazel Chapel and the Worship Center. Dates will be confirmed and security deposits accepted following the initial meeting with and based upon the recommendation of the Counseling Center Pastor. At that time, the wedding application should be completed and submitted to the Operations Manager.

### Non-Member Weddings

**Since weddings are a holy act and sacrament of the church, weddings at First West venues are reserved for church members in good standing.** For more information about becoming a member of First West, sign up for our next Lunch with the Pastor event at: [firstwest.cc/membership](http://firstwest.cc/membership).



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## Fees & Venues

Significant utility and custodial expenses are involved with use of the Church properties. At the initial meeting to reserve the Church, you will be given the fees for your wedding, exclusive of fees for musicians, soloists, videographers, or other persons you enlist to work for your wedding.

Your wedding fee includes the following:

- Building Services / Housekeeping personnel
- Sound and Lighting Technician(s)
- Reception supplies (as applicable)
- Cost of linen cleaning
- Wedding Director

Any fees necessitated by additional sound and/or lighting personnel, moving of equipment, or personnel hours beyond what is normally established shall be assessed and charged to the wedding party at the rate of \$100 per hour. Checks shall be made payable to First Baptist Church.

### Church Facilities

Facilities for wedding service include the following:

- Feazel Chapel (capacity 275)
- Worship Center (capacity 1,834 including balcony)
- Driskell Chapel (capacity 20)

Reception areas:

- Tennison Hall, including Atrium
- Tennison Hall
- Reception Rooms A100-102 (located in the Adult Education Building)



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# Wedding Weekend

## Rehearsal

**Wedding rehearsals typically occur the evening prior to the wedding (usually around 6:00 PM).** Your Wedding Director will ensure an efficient rehearsal of an hour or less! Consult with your Wedding Director for any exceptions to this general rule. Both sets of parents and all ushers should be present.

Promptness in beginning the rehearsal is a must. It is very important that the bride and groom ensure that all members of the wedding party be on time for the rehearsal as well as the wedding. Neither the rehearsal nor the wedding ceremony will be delayed for any reason.

## The Worship Service/Ceremony

**Special requests should be made through the pastor at the time of your conference with him.** Vows will be in keeping with biblical principles and traditional ideals. The wedding ceremony will start promptly at the appointed time.

## Dressing Areas

**Bridal rooms are available to the bride and her attendants for use in dressing for the wedding.** Rooms are also available to the groom and his groomsmen. Immediately following the wedding, all personal belongings are to be removed from the dressing areas. It is suggested that one or more persons be assigned to this task. The Church shall not be responsible for any items left in these areas after the wedding.

Food and/or beverages other than water are not permitted inside West Monroe's Feazel Chapel or Driskell Chapel or the Worship Center (all campuses). An area may be set aside for a sandwich tray outside these areas on the day of the wedding. Arrangements must be made through your Wedding Director ahead of time for this privilege.



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## Receptions

**The Operations Manager will be happy to assist you in planning your reception.** For planning purposes, the following dances are permitted for the reception:

- Bride & Groom
- Bride & Father
- Groom & Mother

**Reception areas are Tennison Hall, the Atrium, or A100–102 (located in the Adult Education Building).** For your convenience, a chart of table layouts for the reception is included in this packet.

- The appropriate forms must be properly completed and submitted to the Operations Manager at least 60 days prior to the ceremony.
- It is required that the Church's Food Services team members supervise the kitchen and equipment use, even when your event is catered.
- Reception supplies are available for use only on Church property. The wedding party is responsible for any breakage and/or loss and will be so charged.
- Receptions must end and all decorations be removed no later than 9 pm for Friday weddings and 6 pm for Saturday weddings. It is the responsibility of the wedding party to remove all decorations immediately following the reception. It is advisable to have a coordinator assist with your reception.
- If you have rented items such as chairs, columns, arches, etc., please arrange for someone in the wedding party to take down and remove all rental items from the Church. The Church staff members are not responsible for removing rented items, nor can the Church store rented items.
- A charge of \$150 will be billed to the bride and groom if rented items are left to be removed by our Building Services personnel.

## Building Services

**The Building Specialist will take direction for your wedding needs from the Operations Manager.** Please ensure the Operations Manager has advance notice of any special needs that your wedding may require. Our Building Specialists do not assist with any wedding needs other than those described herein.

- A Building Specialist will be present one hour prior to your rehearsal.
- For safety purposes, our Building Services personnel will advise which door is to be used on the day the Church is decorated. Only the door designated will be unlocked for decorating purposes.



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- With Feazel Chapel usage, you will be advised to keep the door locked while decorating. Under no circumstances are any doors to be unlocked or propped open by any member of the wedding party, decorators, or caterers. This policy is for your safety and for the security of our facilities and will be enforced by our Building Services team members.
  - On the day of your wedding, if there is a reception, you will have a total of no more than six (6) hours that the Church will be available to you or four (4) hours without a reception. This includes time for dressing, photographs, ceremony, reception, and clean up. Our Building Services personnel will remain present when the wedding is scheduled to begin. Your Wedding Director should make immediate contact with the Building Specialist upon arrival at the Church.
  - Our Building Services team members are responsible for restoring the building(s) for Sunday services following a wedding. Therefore, it is imperative that all decorations be removed from the Worship Center / Feazel Chapel immediately following the ceremony. It is the responsibility of the bride to make certain that a team has been appointed to remove decorations and to clean up.
  - Cleanup of dishes, etc., is the responsibility of the person in charge of the reception. The Building Specialist's responsibility shall be limited to the placement and removal of furniture and the cleaning of the floors. If our Building Services personnel must clean up, there will be an additional charge of \$100 per hour. A Building Specialist is available should there be a mechanical problem but shall have no responsibility for bringing in flower arrangements, decorations, or stacking and storing rental items.

## Wedding Dress & Personal Valuables

**When selecting your wedding gown and attendant(s) dresses, please remember to maintain dignity along with grace and style.**

The bride is responsible for determining the hour her wedding gown and bridesmaids' dresses will be delivered to the Church. All deliveries should be made as near the time of the wedding as possible. The bride should give this information to her Wedding Director who will communicate this to the Church.

The Church's responsibility is limited to providing a dressing area for the bridal party. The Church is NOT responsible for any personal items such as wedding dresses, jewelry, etc., brought to the Church for use at the wedding and/or reception. Every reasonable precaution will be made to protect such property, but a friend or member of the family should be designated to be responsible for valuables during the service and/or reception.

## Childcare

**The church is not responsible for providing childcare for the children of the bridal party or the wedding guests.**



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## Decorating

**Interior finishes of our chapels and Worship Centers are ready for your wedding day!**

The following policies help preserve the spiritual atmosphere and safeguard the furnishings:

- Decorating in West Monroe's Feazel Chapel or the Worship Center may begin at 8:00 AM the day prior to the wedding and should be completed prior to the rehearsal.
- Decorating after the rehearsal is not permitted.
- Fresh flowers must be brought on the day of the wedding to avoid wilting. Due to health policies, we cannot store flowers in our food refrigerator.
- Flower arrangements must be prepared outside the Worship Center or West Monroe's Chapel. The kitchen is not available for this purpose. Suitable containers other than paper mache are to be used.
- Only dripless or flameless candles are permitted. If dripless candles are used, the flame must be extinguished immediately following the ceremony. Candelabras, unity candles, and columns are not available from the Church.
- Candles may not be used in Tension Hall.
- Candles are not to be placed on the shelf under the stained glass in Feazel Chapel.
- Balloons, confetti and glitter are not allowed in any part of the Church or Church properties as part of the decorations.
- All decorations shall be removed by the wedding party immediately following the wedding ceremony. It is the responsibility of the bride and groom and/or their families to see that all rental items are removed promptly after the wedding. Our Building Services personnel will not remove rented items and/or store them until the next business day. The Operations Manager must be given the name and telephone number of a contact person who is not in the wedding party but who will be responsible for seeing that these items are removed from the Church. This person will also be responsible for any lost and found items to be picked up at the Church.



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# Wedding Day Timeline

## 12 Weeks Prior to Wedding

- Use of Facilities Policy and Wedding Handbook read and appropriate forms returned to Operations Manager
- Reserve the Church
- After confirmation, order invitations
- Make first appointment with First West Counseling Center
- Enlist Musician(s)
- Enlist Florist
- Enlist Caterer

## 8 Weeks Prior to Wedding

- Enlist musicians
- Enlist florist
- Enlist caterer
- Enlist photographer/videographer
- Finalize music selections
- Consultations and schedules for wedding day set

## 6 Weeks Prior to Wedding

- Submit Music Form to Church for approval
- Complete Reception Form and submit
- Mail your invitations



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## 4 Weeks Prior to Wedding

- Pay balance of fees to the Church
- Get your marriage license
- Submit bridal photo to newspapers
- Purchase attendants' gifts
- Enlist person to remove property brought to worship & reception areas
- Contact Food Service Director if you are having your reception at the Church
- Contact Wedding Coordinator / Food Service Director regarding layout for reception

## 2 Weeks Prior to Wedding

- Pick up rings
- Pick up wedding gown
- Confirm plans with caterer as to delivery and call the Church to report
- Prepare and submit announcement to newspapers
- Confirm delivery from florist; notify Operations Manager

## 1 Week Prior to Wedding

- Pack for honeymoon
- Make certain those in wedding party have their attire
- Prepare minister's honorarium and give to your Wedding Director for presentation
- Prepare fees for musician(s)
- Enlist someone to be responsible for checking bride's room, etc., as soon as bridal party departs for reception
- Make certain all in your wedding party are aware of Church regulations regarding use of church property (no alcoholic beverages, no smoking, etc.)



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## Contact Information

### Lead Pastor's Ministry Assistant Primary Contact for Wedding

Hope Edwards ..... 318-322-5656

Wedding Director names and contact information will be provided by the Lead Pastor's Office.

### First West Counseling Center ..... 318-322-1427

Todd Sherwin, Director

Taylor Lollis, Office Manager

Pre-marital counseling should be scheduled immediately following receipt of confirmation from the Church.

### Building Services

Bill Smith, Building Services Director ..... 318-680-7735

A Building Specialist will be on site to assist with temperature control, mechanical or electrical problems.

### Food Services (including supplies for receptions)

Pattie Diaz, Operations Manager ..... 318-322-5199

### Pianists/Musicians

Casey Harold, Worship Pastor ..... 318-322-5206

First West members are always preferred. Our Worship Ministry team can provide recommendations. Remember that each musician sets his/her own fees.





**KEEP YOUR  
CHURCH  
OUT OF  
COURT**   
**SEMINAR**

**Section 7  
Constitution/Bylaws  
& Administration**



# KEEP YOUR CHURCH OUT OF COURT



## SEMINAR

### Section 7

## Constitution/Bylaws & Administration

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## Section 7 Outline

### Constitution/Bylaws & Administration

#### Church Bylaws Summary\* ..... 187

- Constitution & Bylaw Legal Protections
  - Marriage & Sexuality – Churches need a Biblical definition of marriage in their bylaws. This protects the church in the event an employee engages in an unbiblical sexual relationship or if an unmarried couple seeks to participate in events designed for married couples.
  - Biblical Authority – Legal challenges to church policies or bylaws may require a ruling on the interpretation of Scripture. Defining a governing body or group as the church’s sole authoritative interpreter of Scripture specifies how this will occur should a dispute or legal challenge arise.
  - Membership Definition – Develop a clear definition of a member in good standing. Clarify that full agreement with the church's statement of faith is a prerequisite for church membership.
  - Member Discipline Procedure – Since we are a fallen people living in a fallen world, situations will arise requiring church discipline. Outline the process and forum where these delicate and sometimes difficult conversations will occur.
  - Procedure for Rescinding Membership – Define the bylaw-defined group that will make an official determination on rescinding member status for an individual.
- “Suggested Language for Church Bylaws” ..... 191  
by Alliance Defending Freedom (ADF)\*  
ADF offers suggested church bylaw language in three areas:
  1. Biblical Authority
  2. Membership
  3. Marriage and Sexuality
- “Five Things All Churches Should Have in Their Bylaws” by ADF\* ..... 193  
While there is no “magic language” that offers total protection from legal challenges, ADF offers additional suggestions to strengthen the bylaws of a church and ensure the broadest possible protections of church autonomy. The five areas that should be covered by a church's bylaws include:
  1. Statement of Religious Belief Regarding Marriage, Gender and Human Sexuality
  2. Identify the Governing Body That Is the Sole Authoritative Interpreter of Scripture
  3. Formal Membership Policy
  4. Procedure for Member Discipline/Membership Revocation
  5. Procedure for Rescinding Membership



- **First West 2025 Constitutional Amendment\*** ..... 199
  - Statement of Faith and Doctrine – Churches may reference a doctrinal or confessional statement in their Biblical authority statements. Southern Baptist churches might use language that references The Baptist Faith and Message.
  - Final Interpretive Authority – As referenced above, it's important to define a governing body or group as the church's sole authoritative interpreter of Scripture. This provides a bylaw-defined process for a ruling on the interpretation of Scripture should a dispute or legal challenge arise.
- **First West 2015 Bylaw Revisions Overview\*** ..... 203
  - Membership – Answer the question: Who can become a member? Clarify that church members must adhere to a clearly-defined Statement of Faith. A member's failure to abide by the church's policies, doctrines and teaching can result in church discipline.
  - Church Discipline – Define a Church Discipline Process in your bylaws. It is important to Detail how (who, what, when and where) church discipline will occur.
  - Pastor Search Process – In many churches, pastor search committees are formed once a Lead Pastor vacancy occurs. Detail how this committee is nominated and elected as well as other steps in the process.
  - Ministerial Staff – Clarify how ministerial staff are selected and approved. Note that this selection process typically differs from the process used for Lead Pastor vacancies.
  - Deacons – Answer the question: Who is eligible to serve as a deacon?
  - Trustees – Church trustees or elders usually hold (and authorize transfers) church property in trust as representatives of church membership. Define how many trustees are authorized for election by the church, and specify their roles and responsibilities, especially with relation to church property and real estate.
  - Committees – Define the roles, responsibilities and composition of all standing committees in the church's bylaws.
  - Regular Meetings – Ensure regular meetings specified in church bylaws match current practice.
  - Quorum – Provide a reasonable, attainable rule (likely meaning a lower threshold) for establishing a quorum.

**Admin & Tax Forms Summary\*** ..... 207

- Law & Tax Resources
- IRS Information for Churches, General IRS Forms & IRS Gateway Web Sites
- Church Management Consultants
- Church Finance & Church Administration Reading Lists

\* Document Attached

## Church Bylaws



[STEWARDSHIP](#) ▾
 [BUDGET](#) ▾
 [STAFFING](#) ▾
 [TEAMS](#) ▾
 [MULTIPLICATION](#) ▾
 [LOGISTICS](#) ▾

## Legal Services

**Michael Best** – Michael Best is a full-service firm with multiple specializations in the legal, organizational, governance and other faith-based issues affecting nonprofits and churches. Michael Best offers consulting services and legal advice in these areas and many others. Church leaders will appreciate their wise counsel, which is both proactive and price predictable.



Contact James Forrest



Contact Keith Richardson

## Legal Protections

Legal protection from potential challenges and lawsuits is becoming more important in a changing U.S. cultural, political and judicial environment. Alliance Defending Freedom and other organizations recommend that churches address several key issues in their bylaws:

- Marriage & Sexuality
- Biblical Authority
- Membership Definition
- Member Discipline Procedures
- Procedure for Rescinding Membership



Suggested Language for Church Bylaws by ADF



Five Things All Churches Should Have in Their Bylaws by ADF

“Suggested Language for Church Bylaws” and “Five Things All Churches Should Have in Their Bylaws” from Alliance Defending Freedom

## Marriage & Human Sexuality

Churches need a Biblical definition of marriage in their bylaws. This protects the church in the event an employee engages in an unbiblical sexual relationship or if an unmarried couple seeks to participate in events designed for married couples.

Churches may also be confronted with marriage candidates wanting to use church facilities and personnel for unbiblical civil unions and weddings.

Sample marriage and human sexuality language for use in a church constitution & bylaws might look like this:

**Marriage** – Marriage is an institution established by God as clearly described in the Bible. This church recognizes that marriage is the uniting of one man and one woman in covenant commitment for a lifetime. As a result of this firm belief, this church, its pastors, staff and members will not participate in same sex civil unions or same sex marriages, nor shall its property or resources be used for such purposes.

**Human Sexuality** – The Bible teaches that legitimate sexual relations are exercised solely within the God-ordained institution of marriage. This church regards as sinful and stands in opposition to all forms of sexual immorality, including adultery, homosexuality, bisexual conduct, bestiality, incest, pornography or any attempt to change one's biological sex.



Sample Definition of Marriage



Sample Definition of Marriage



Covenant Marriage Summary



Covenant Marriage Summary



Covenant Marriage Position Paper

## Biblical Authority Statements

Legal challenges to church policies or bylaws may require a ruling on the interpretation of Scripture. Defining a governing body or group as the church's sole authoritative interpreter of Scripture specifies how this will occur should a dispute or legal challenge arise.

Sample Biblical authority language for use in a church constitution & bylaws might look like this:

We accept the Bible as the inspired Word of God and as the ultimate authority in matters of faith, doctrine and Christian living. For purposes of church doctrine, practice, policy and discipline, our church-elected deacon body is the church's final interpretive authority on the Bible's meaning and application.

These Bylaws and any amendments made at a future date shall be the governing documents of this church but they should always be interpreted and applied in conformity with the Bible.

In addition, churches may reference a doctrinal or confessional statement in their Biblical authority statements. Southern Baptist churches might use language that references The Baptist Faith and Message:

We accept the Bible as the inspired Word of God and as the ultimate authority in matters of faith, doctrine and Christian living. This church accepts "The Baptist Faith and Message," as most recently adopted by the Southern Baptist Convention, as an affirmation of our basic Christian beliefs and as a general statement of our faith.

Alliance Defending Freedom sample language reads this way:

The statement of faith does not exhaust the extent of our faith. The Bible itself, as the inspired and infallible Word of God that speaks with final authority concerning truth, morality, and the proper conduct of mankind, is the sole and final source of all that we believe. For purposes of church doctrine, practice, policy, and discipline, our [governing board][pastor][elders][Doctrinal Committee] is the church's final interpretive authority on the Bible's meaning and application.

"Suggested Language for Church Bylaws" from Alliance Defending Freedom

## Membership Definition

Sample membership language for use in a church constitution & bylaws might look like this:

Every pastor, staff member and church member, by virtue of their membership in this church, affirms their agreement with the church's Bylaws and statements of faith and agrees to conduct themselves in a manner consistent with them.

Alliance Defending Freedom sample language reads this way:

The membership of this Church shall be composed of individuals who are believers in the Lord Jesus Christ and affirm the tenets of the the church's Constitution, and who offer evidence, by their confession and their conduct, that they are living in accord with their affirmations and this Constitution and Bylaws, and are actively pursuing and continuing in a vital fellowship with the Lord, Jesus Christ. The membership of the Church shall have final authority in all matters of church governance, as set forth and described in the Bylaws.

"Suggested Language for Church Bylaws" from Alliance Defending Freedom

Sample Church Bylaws by MinistryMaker

## Additional Resources



Forms & Documents



Admin & Tax Forms





## SUGGESTED LANGUAGE FOR CHURCH BYLAWS

June 2010

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### Statement of Biblical Authority

The statement of faith does not exhaust the extent of our faith. The Bible itself, as the inspired and infallible Word of God that speaks with final authority concerning truth, morality, and the proper conduct of mankind, is the sole and final source of all that we believe. For purposes of church doctrine, practice, policy, and discipline, our [governing board][pastor][elders][Doctrinal Committee] is the church's final interpretive authority on the Bible's meaning and application.

### Membership

The membership of this Church shall be composed of individuals who are believers in the Lord Jesus Christ and affirm the tenets of the \_\_\_\_\_ Church Constitution, and who offer evidence, by their confession and their conduct, that they are living in accord with their affirmations and this Constitution and Bylaws, and are actively pursuing and continuing in a vital fellowship with the Lord, Jesus Christ. The membership of the Church shall have final authority in all matters of church governance, as set forth and described in the Bylaws.

### Statement on Marriage and Sexuality

We believe that term "marriage" has only one meaning and that is marriage sanctioned by God which joins one man and one woman in a single, exclusive union, as delineated in Scripture. We believe that God intends sexual intimacy to only occur between a man and a woman who are married to each other. We believe that God has commanded that no intimate sexual activity be engaged in outside of a marriage between a man and a woman.

We believe that any form of sexual immorality, such as adultery, fornication, homosexuality, bisexual conduct, bestiality, incest, pornography or any attempt to change one's sex, or disagreement with one's biological sex, is sinful and offensive to God.

We believe that in order to preserve the function and integrity of the church as the local Body of Christ, and to provide a biblical role model to the church members and the community, it is imperative that all persons employed by the church in any capacity, or who serve as volunteers, should abide by and agree to this Statement on Marriage and Sexuality and conduct themselves accordingly.

We believe that God offers redemption and restoration to all who confess and forsake their sin, seeking His mercy and forgiveness through Jesus Christ.

We believe that every person must be afforded compassion, love, kindness, respect, and dignity. Hateful and harassing behavior or attitudes directed toward any individual are to be repudiated and are not in accord with scripture nor the doctrines of the church.





## **FIVE THINGS ALL CHURCHES SHOULD HAVE IN THEIR BYLAWS**

*Proactively Protecting the Church's Right to Be the Church*

In the wake of battles in several states over the issue of same-sex “marriage” and the adoption by states and local governments of special rights for those engaging in homosexual behavior, many churches are unsure of their legal rights. Churches have broad constitutional protections designed to ensure the free exercise of religion and to prevent intrusion by the state into matters of doctrine and church independence. While these broad constitutional provisions protect the church’s ability to minister freely according to its own dictates, there are proactive steps that churches can and should take to further protect and insulate themselves from attacks that threaten the church’s independence.

The following items are suggestions to strengthen the bylaws of a church to ensure the broadest possible protections of church autonomy. There is no “magic language” in any of these areas and churches should incorporate their own language and traditions. The point is not to create specific language to be copied, but merely to ensure that these areas are covered by the church’s bylaws.

### **#1: STATEMENT OF RELIGIOUS BELIEF REGARDING MARRIAGE, GENDER, AND HUMAN SEXUALITY**

With the rise of same-sex “marriage,” domestic partnerships, and civil unions, churches are regularly being confronted with these marriage counterfeits and asked to recognize these relationships. This can arise in the area of employment, use of church facilities, or whenever churches offer classes, retreats, or other events designed for married couples. Churches should include in their bylaws a Biblical definition of marriage and a statement that marriage is the only legitimate and accepted sexual relationship. This will help protect the church if it is forced to terminate/punish an employee for engaging in unbiblical sexual relationships,<sup>1</sup> or if the church declines to allow an unmarried couple to participate in events designed for married couples.

Below is a sample statement of religious belief on marriage and sexuality. Churches should utilize this sample to craft their own unique statement of religious beliefs. Including scriptural references is always helpful, although not legally required.

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<sup>1</sup> See, e.g., *Bryce v. Episcopal Church in the Diocese of Colorado*, 121 F. Supp.2d 1327 (D. Col. 2000) (Holding that a lesbian youth minister that was terminated as a result of her “commitment ceremony” could not bring a claim against the church for her termination because such a claim as barred by the First Amendment); see also *Gunn v. Mariners Church*, 2005 WL 1253953 at \*2 (Cal.App. 4 Dist. 2005). *Gunn* involved the termination of a worship pastor who was engaging in homosexual conduct. The pastor tried to argue that the church’s doctrine did not prohibit homosexuality. But because the church was able to demonstrate otherwise, the court refused to second-guess the church’s employment decision. *Id.*



### **Sample Statement on Marriage, Gender, and Sexuality**

We believe that God wonderfully and immutably creates each person as male or female. These two distinct, complementary genders together reflect the image and nature of God. Rejection of one's biological gender is a rejection of the image of God within that person.

We believe that term "marriage" has only one meaning and that is marriage sanctioned by God which joins one man and one woman in a single, exclusive union, as delineated in Scripture. We believe that God intends sexual intimacy to only occur between a man and a woman who are married to each other. We believe that God has commanded that no intimate sexual activity be engaged in outside of a marriage between a man and a woman.

We believe that any form of sexual immorality (including adultery, fornication, homosexuality, lesbianism, bisexual conduct, bestiality, incest, pornography, and attempting to change one's biological sex or otherwise acting upon any disagreement with one's biological sex) is sinful and offensive to God.

We believe that in order to preserve the function and integrity of the church as the local Body of Christ, and to provide a biblical role model to the church members and the community, it is imperative that all persons employed by the church in any capacity, or who serve as volunteers, should abide by and agree to this Statement on Marriage, Gender, and Sexuality and conduct themselves accordingly.

We believe that God offers redemption and restoration to all who confess and forsake their sin, seeking His mercy and forgiveness through Jesus Christ.

We believe that every person must be afforded compassion, love, kindness, respect, and dignity. Hateful and harassing behavior or attitudes directed toward any individual are to be repudiated and are not in accord with scripture nor the doctrines of the church.

### **#2: IDENTIFY GOVERNING BODY THAT IS THE SOLE AUTHORITATIVE INTERPRETER OF SCRIPTURE**

It is impossible to anticipate every doctrinal dispute that a church could encounter. Thus, churches should include a statement in the bylaws that its governing body (e.g. elder board, executive committee, etc.) is the church's sole authoritative interpreter of Scripture. This will allow the governing body to issue an interpretation of Scripture whenever a dispute arises that cannot be questioned by courts.<sup>2</sup>

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<sup>2</sup> *Gunn*, 2005 WL 1253953 at \*2. (courts "cannot undertake...a mission" of finding what is and is not "moral" or "sinful" within the beliefs of a particular church).



Below is a sample statement of Biblical authority that your church can adopt in whole, or can use as a template to create its own unique statement.

### **Statement of Biblical Authority**

The statement of faith does not exhaust the extent of our faith. The Bible itself, as the inspired and infallible Word of God that speaks with final authority concerning truth, morality, and the proper conduct of mankind, is the sole and final source of all that we believe. For purposes of church doctrine, practice, policy, and discipline, our [governing board][pastor][elders][Doctrinal Committee] is the church's final interpretive authority on the Bible's meaning and application.

### **#3: FORMAL MEMBERSHIP POLICY**

Some churches do not have formal members.<sup>3</sup> However, those churches that do should always have a formal process by which congregants become members. Churches enjoy substantial freedom under the U.S. Constitution to govern themselves as they see fit without fear of legal consequences. Courts “do not exercise jurisdiction over the internal affairs of religious organizations.”<sup>4</sup> The Supreme Court has recognized “a spirit of freedom for religious organizations, an independence from secular control or manipulation, in short, power to decide for themselves, free from state interference, matters of church government as well as those of faith and doctrine,” and has recognized that this freedom is rooted in the Free Exercise Clause of the U.S. Constitution.<sup>5</sup> Thus, the Constitution protects church conduct, even where that conduct causes personal injury that would otherwise be actionable in court: “When the imposition of liability would result in the abridgment of the right to free exercise of religious beliefs, recovery in tort is barred.”<sup>6</sup>

But this freedom has limitations. “Only those ‘who unite themselves’ in a religious association impliedly consent to its authority over them and are ‘bound to submit to it.’”<sup>7</sup> So, in order for a church to claim immunity against a possible tortious act,<sup>8</sup> the alleged victim must be (or have been) a member of the church. This is very difficult to determine if the church does not have a formal membership policy.

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<sup>3</sup> Churches that choose not to have formal membership should be aware that their ability to impose church discipline is severely limited, especially when it comes to public disclosure of unrepentant sin in an individual's life. Churches without formal membership should read #4 and #5 in this Memo carefully to gain an understanding of how church discipline can result in legal liability to a church that attempts to discipline someone who is not a member of the church.

<sup>4</sup> *Tomie v. Catholic Diocese of Peoria*, 442 F.3d 1036, 1037 (7<sup>th</sup> Cir. 2006).

<sup>5</sup> *Kedroff v. St. Nicholas Cathedral of Russian Orthodox Church in N. Am.*, 344 U.S. 94, 116 (1952).

<sup>6</sup> *Paul v. Watchtower Bible and Tract Society of New York, Inc.*, 819 F.2d 875, 880 (9<sup>th</sup> Cir. 1987).

<sup>7</sup> *Guinn v. Church of Christ of Collinsville*, 775 P.2d 766, 779 (Okla. 1989); accord *Owen v. Bd. of Directors of Rosicrucian Fellowship*, 342 P.2d 424, 426 (Cal. App. 1959) (“A person who joins a church covenants expressly or impliedly that in consideration of the benefits which result from such a union he will submit to its control and be governed by its laws, usages, and customs”).

<sup>8</sup> A tort is any wrongful act that results in injury to another's person, property, or reputation. Examples include breach of contract, assault, defamation, invasion of privacy, intentional infliction of emotional distress, etc.



#### **#4: PROCEDURE FOR MEMBER DISCIPLINE/MEMBERSHIP REVOCATION**

Generally speaking, a church cannot be held liable for disciplining a church member or terminating his or her membership. “Courts generally do not scrutinize closely the relationship among members (or former members) of a church. Churches are afforded great latitude when they impose discipline on members or former members.”<sup>9</sup> There are exceptions, however. The most common is when a church disciplines a member or terminates a person’s membership because that person refuses to stop engaging in sinful behavior, and the church leaders reveal the sinful behavior to the congregation. This can lead to claims against the church for invasion of privacy, intentional infliction of emotional distress, defamation, etc.<sup>10</sup>

There are some simple steps a church can take to help avoid such claims. First, a church should have each step of its procedure for discipline and membership termination explained in its bylaws. If the church believes that it may be necessary to reveal to the congregation the reason for the discipline/termination, it is essential that this be a part of that procedure. Second, as part of the process for becoming a member, a church should provide all prospective members a copy of the bylaws and have them sign a statement that they have read them. And, of course, the church should *always* follow the procedures in the bylaws.<sup>11</sup>

As part of the church discipline process, the church should also consider including a provision in its bylaws that a member cannot voluntarily withdraw or resign membership once the discipline process has begun. See the explanation in #5 below for more details on this provision.

If these steps are followed, then courts are much less likely to consider a tort claim against a church for its internal discipline process, unless the church’s conduct was so “extreme and outrageous” as to justify intruding on the church’s religious liberty.<sup>12</sup>

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<sup>9</sup> *Paul*, 819 F.2d at 883.

<sup>10</sup> See, e.g., *Snyder v. Evangelical Orthodox Church*, 216 Cal.App.3d 297, 307 (1989) (allowing case against church to go forward because the church’s bylaws were silent about whether confessions could be revealed to the congregation).

<sup>11</sup> The Supreme Court has repeatedly affirmed that churches have the right to decide purely religious and ecclesiastical matters for themselves, but has recognized that if “fraud, collusion, or arbitrariness” is present, the civil courts may be empowered to intervene to decide such a case. See *Gonzalez v. Roman Catholic Archbishop*, 280 U.S. 1, 16 (1929). Some state courts have reviewed cases brought to challenge membership decisions if the church did not comply with its procedures and bylaws. See, e.g., *Konkel v. Metropolitan Baptist Church, Inc.*, 572 P.2d 99 (Ariz. 1977) (finding that the court had jurisdiction to determine if removal of church members complied with the procedures in the church bylaws); *LeBlanc v. Davis*, 432 So. 2d 239 (La. 1983) (same); *First Baptist Church v. State of Ohio*, 591 F. Supp. 676 (S.D. Ohio 1983) (finding jurisdiction to adjudicate claim that expulsion of members was a result of fraud or collusion); *Hatcher v. South Carolina Dist. Council of the Assemblies of God*, 552 S.W.2d 865 (Tex. 1977) (same).

<sup>12</sup> *Snyder*, 216 Cal.App.3d at 309.



## #5: PROCEDURE FOR RESCINDING MEMBERSHIP

Just as the church should have a written policy for terminating membership, it should also have a written policy for how members can disassociate from the church. Courts have held that church members have a First Amendment right to terminate their membership.<sup>13</sup> Once a member has rescinded her membership, she is no longer consenting to the church’s doctrine. This could limit a church’s legal protection if it is sued for disciplining someone *after* they have revoked their membership. At least one state court has allowed a suit to proceed against the elders of a church who attempted to discipline an individual after she had formally withdrawn her membership.<sup>14</sup> But that court also held that an individual can waive their constitutional right to withdraw from church membership in the midst of a discipline process as long as the waiver is “voluntary and intentional.”<sup>15</sup> With a formal revocation policy, it is easy for all parties involved, including the court, to identify when the membership was terminated – otherwise a court will decide on its own.

The church should place a provision in its bylaws for formally terminating membership and this provision should prohibit the voluntary resignation or withdrawal of membership of a member once the discipline process has begun. Because the waiver of a church member’s right to resign his membership must be voluntary and intentional, it is a good idea to have church members sign an explicit statement that they have read and agree to this provision of the bylaws.

Some churches do not want to limit their members’ ability to resign from the church and want to allow their members to resign voluntarily from church membership at any time, even in the midst of a disciplinary policy. However, should churches choose not to place an explicit procedure for rescinding membership in their bylaws, they should be aware that their ability to discipline a member *after* the member has resigned is strictly limited and a court may intervene to halt discipline directed against a member that has already resigned their membership.

**Disclaimer:** *The information contained in this document is general in nature and is not intended to provide, or be a substitute for, legal analysis, legal advice, or consultation with appropriate legal counsel. You should not act or rely on information contained in this document without seeking appropriate professional advice. By printing and distributing this guide, Alliance Defending Freedom, Inc. is not providing legal advice, and the use of this document is not intended to constitute advertising or solicitation and does not create an attorney-client relationship between you and Alliance Defending Freedom or between you and any Alliance Defending Freedom employee. For additional questions, call Alliance Defending Freedom at (800) 835-5233.*

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<sup>13</sup> See, e.g., *Guinn*, 775 P.2d at 776 (“Just as freedom to worship is protected by the First Amendment, so also is the liberty to recede from one’s religious allegiance”).

<sup>14</sup> See *Guinn*, 775 P.2d at 766 (permitting lawsuit against church and elders to proceed when the elders disclosed the details of the conduct of the individual to the church after the individual had explicitly resigned her membership).

<sup>15</sup> *Guinn*, 775 P.2d at 779.



**CONSTITUTION AND BYLAWS**  
**First Baptist Church of West Monroe, Louisiana**  
**July 18, 2010**

July 18, 2010	Proposed 2025
<p><b>Constitution</b></p> <p><b>Preamble</b>  We declare and establish this constitution to preserve and secure the principles of our faith and to govern the body in an orderly manner. This constitution will preserve the liberties of each individual church member and the freedom of action of this body in its relation to other churches.</p> <p><b>Article I. <i>Name</i></b>  This body shall be known as the First Baptist Church of West Monroe, Louisiana.</p> <p><b>Article II. <i>Purpose</i></b>  The primary purpose of our church is to lead people to a saving knowledge of Jesus Christ. The church recognizes the Bible alone, especially the New Testament, as the guide for its ministry. Its purpose is to seek and to follow the leadership of the Holy Spirit in understanding the purpose of God in the development of the various aspects of its ministry, and to be a channel for God to work out His will through witnessing to the unsaved, both at home and abroad; through the study of the teachings of the Bible concerning every aspect of life; through the development of the Christian life as it is revealed in the Bible; through fostering cordial and helpful Christian fellowship among our members; through the maintenance of opportunities for the worship of God, including regular observances of the ordinances; through ministering unselfishly to those in spiritual or material need in our community; and through the spread of the gospel message throughout the world in cooperation with other churches of like faith and order.</p>	<p><b>Constitution</b></p>

**Article III. *Statement of Faith***

Ours is a New Testament church. We recognize the Bible as the inspired Word of God and as authoritative in all matters of faith and practice. For a statement of faith, reference is made to the "Baptist Faith and Message," adopted by the Southern Baptist Convention on May 9, 1963.

**Article IV. *Relationships***

Our church is an autonomous body. Its government is vested in the membership. It is subject to the control of no other ecclesiastical body. However, we are voluntarily affiliated with the Northeast Louisiana Baptist Association, the Louisiana Baptist Convention, and the Southern Baptist Convention, and therefore, cooperate with and support financially these bodies. We are also glad to cooperate, insofar as it is practical, with other Christian groups in worthy endeavors.

**Article V. *Covenant***

Having been led, as we believe, by the Spirit of God, to receive the Lord Jesus Christ as our Savior, and on the profession of our faith, having been baptized in the name of the Father, and of the Son, and of the Holy Spirit, we do now, in the presence of God and this assembly, most solemnly and joyfully enter into covenant with one another as one body in Christ.

**Article III. *Statement of Faith***

We accept the Bible as the inspired Word of God and as the ultimate authority in matters of faith, doctrine and Christian living. This church accepts "The Baptist Faith and Message 2000," as adopted by the Southern Baptist Convention, as an affirmation of our basic Christian beliefs and as a general statement of faith.

This statement of faith does not exhaust the extent of our faith. The Bible itself, as the inspired and infallible Word of God that speaks with final authority concerning truth, morality, and the proper conduct of mankind, is the sole and final source of all that we believe. For purposes of church doctrine, practice, policy, and discipline our Church Council is the church's final interpretive authority on the Bible's meaning and application.

We pledge, therefore, by the aid of the Holy Spirit, to strive for the advancement of this church in seeking to lead people to a saving knowledge of Jesus Christ, in nurturing and developing the Christian life, in ministering to the spiritual and material needs of those in the community, and in furthering the spread of the gospel to all people;

To provide opportunities for the worship of God, including regular observance of the ordinances, and to provide a program of Christian education based on the study of the Bible;

To support the total church program by contributing regularly and cheerfully of our time, talent, and resources.

We also pledge, with the Bible as our guide, to set a Christian example to the world by our attitudes, morals, and lifestyle, actively seeking justice for all and exemplifying a Christ-like spirit of love for our fellowman;

To educate our children in Christian principles and to seek the salvation of the lost;

Through prayer and study of the Bible, to seek knowledge of God's will and to pursue growth in Christian maturity.

We further pledge to walk together in loving Christian fellowship, to pray for one another, to aid one another in times of need, and to rejoice with one another in times of gladness;

To cultivate Christian compassion and courtesy in speech, to be slow to take offense, but always ready for reconciliation.

We moreover pledge that when we move from this location, we will, as soon as possible, unite with another church, where we can carry out the spirit of this covenant and the principles of God's Word.

**Article VI. Amendments**

This constitution may be amended at any regular business meeting of the church by a vote of two-thirds (2/3) majority of the members present who shall represent at least ten percent (10%) of the resident membership of the church, provided that the proposed amendment has been provided to the church at least thirty (30) days previously.

Notification of the vote for the proposed constitutional amendment shall be presented to each church family at least two (2) weeks before the proposed amendment is to be acted upon.

# FIRST WEST | Proposed Bylaw Revisions Overview

## Amend “Senior Pastor” to “Lead Pastor” throughout First West’s Bylaws

### Article I. Membership

#### Section 1. Membership (p. 1)

- Every staff member and every church member affirm their agreement with the Church’s Bylaws and Statements of Faith and agrees to conduct themselves in a manner consistent with them.
- Ministerial staff determines members who have met the conditions of membership prior to presentation and affirmation by the church body.
- **Bylaws are brought into harmony with current practice.**

#### Section 6. Discipline (p. 3)

- Discipline is administered by a two-thirds vote of the active deacon fellowship.
- **This change from a two-thirds vote of members in a business meeting helps preserve unity within the body.**

### Article II. Church Officers

#### Section 1. Lead Pastor (p. 4)

- The formation of a Pastor Search Committee shall be as follows: the Committee on Committees and Church Council shall prepare a list of thirty (30) names representative of the church membership.
- **This change removes the Personnel Committee at this stage of the process to reduce the size of the nominating group for the Pastor Search Committee.**
- Personnel is represented by the chairman who shall serve on Church Council and is also an ex-officio member of the Search Committee.
- Additionally, the Personnel Committee becomes more actively involved in the process once a candidate has been identified.

#### Section 1. Lead Pastor (p. 5)

- The eight persons with the highest number of votes shall form the Pastor Search Committee, along with the chairperson of the Personnel and Finance Committees, as well as the chairman of Deacons.
- **This change removes 2 alternates to make the committee size more manageable.**
- Because the chair of the Committee on Committees guides the nomination process, this position shall not be eligible to serve on the Pastor Search Committee.

#### Section 2. Ministerial Staff (p. 7)

- The Personnel Committee and chairperson of the Finance Committee (who serves as an ex-officio member of Personnel), working with the Lead Pastor and the Executive Pastor, shall select ministerial staff members.

- All ministerial staff recommendations shall be presented to the deacons before selection is announced to the church membership.
- **Bylaws are brought into harmony with current practice.**

### **Section 3. Deacons (p. 7)**

- If a Deacon has attained the age of 75 (instead of 70) or older and he has served at least two three-year terms (instead of one three-year term), he will be given the opportunity of being placed on the Lifetime Deacon Fellowship.
- **This change provides for a longer period of service before consideration as a lifetime deacon.**

### **Section 3. Deacons (p. 8)**

- **To be eligible, deacon candidates must be supportive of the vision of the Church as demonstrated through worship and LIFE Group attendance and giving.**
- The nomination process will continue for four weeks (instead of three weeks).
- **Bylaws are brought into harmony with current practice.**

### **Section 3. Deacons (p. 8)**

- Upon nomination (instead of a single nomination), each man will be screened by the Deacon Screening Committee.
- **Bylaws are brought into harmony with current practice.**

### **Section 3. Deacons (p. 9)**

- Men who have not been previously ordained shall be ordained as soon as is practical (instead of after the beginning of the new year).
- **This change gives the church more flexibility in scheduling multisite ordination services.**

### **Section 4. Trustees (p. 9)**

- There shall be at least three trustees (instead of only three).
- **Since there are situations when signatures of two trustees are required, having additional trustees provides more options when a trustee is unavailable due to travel, illness, or other reasons.**

### **Article IV. Committees (p. 11)**

- The Committee on Committees shall be composed of the Senior Leadership Team (which includes the Lead Pastor), Chairman of Deacons, and Chairman of the Committee on Committees.
- **Since missions mobilization is accomplished in continually changing ways, the WMU president has been removed from this group.**

### **Article V. Church Council (p. 12)**

- The regular members of the Church Council shall be the Lead Pastor, Executive Pastor, Trustees, Deacon Chairman; and all church committee chairmen (Committee on Committees, Finance, Personnel, and Long Range Planning).

- **This bylaw revision deletes the reference to the Stewardship Committee, which no longer exists.**
- The functions of stewardship education and promotion will be coordinated by the Finance Committee.

#### **Article VII. Meetings (p. 13)**

- The meetings of the church shall be as follows: Services of worship each Sunday and Wednesday as the Ministerial Staff deems appropriate.
- **This change provides for Wednesday service schedule adjustments.**

#### **Article X. Church Year (p. 14)**

- The church year shall be determined by the Church Council and shall be the day the new committees (with the exception of the Finance Committee) shall become effective.
- **This revision removes the reference to the Stewardship Committee.**

#### **Article XI. Quorum (p. 15)**

- A majority vote of the members present shall comprise a quorum (instead of 5% of the resident membership) with the exception of the calling of a lead pastor, which shall require ten (10) percent.
- **This change is proposed due to lower attendance at regularly scheduled First West business meetings.**
- **Lower attendance at church business meetings is a nationwide trend, reflecting high trust in church-elected committees, deacons and ministry staff teams.**





## Admin & Tax Forms



STEWARDSHIP ▾ BUDGET ▾ STAFFING ▾ TEAMS ▾ MULTIPLICATION ▾ LOGISTICS ▾

## Law & Tax Resources

**Church Law & Tax** – Access the online library of law, tax, finance and risk management articles at the Church Law & Tax website. Church Law & Tax offers reliable, up-to-date tax information and prepares you for new legal developments that directly impact ministry.

**Michael Best** – Michael Best is a full-service firm with multiple specializations in the legal, organizational, governance and other faith-based issues affecting nonprofits and churches. Michael Best offers consulting services and legal advice in these areas and many others. Church leaders will appreciate their wise counsel, which is both proactive and price predictable.



Contact James Forrest



Contact Keith Richardson

## IRS Information for Churches

**Tax Guide for Churches and Religious Organizations** – A quick reference guide of federal tax law and procedures for churches and religious organizations, to help them comply with tax rules.

**Exemption Requirements – Section 501(c)(3) Organizations** – A brief description of the requirements for exemption under IRC Section 501(c)(3).

**Unrelated Business Income Tax** – Unrelated business income tax requirements for tax-exempt organizations.

**Church Filing Requirements** – A brief description of annual filing requirements for tax-exempt churches and religious organizations.

**The Restriction of Political Campaign Intervention by Section 501(c)(3) Tax-Exempt Organizations** – Political Campaign Activity by section 501(c)(3) tax-exempt organizations. Note related material on this topic provided by the Family Research Council.

**Special Rules Limiting IRS Authority to Audit a Church** – Overview of rules on tax inquiries and examinations of churches.

**Tax Information for Charitable Organizations** – Tax information for charitable, religious, scientific, literary, and other organizations exempt under Internal Revenue Code (“IRC”) section 501(c)(3).

**Publication 4573 – Group Exemptions** – A publication in Q&A format describing the federal tax rules that apply to group rulings of exemption under Internal Revenue Code section 501.

## General IRS Forms

**Form W-9 – Request for Taxpayer Identification Number and Certification** – This form is used by employers to report annual compensation, withheld income and FICA taxes for each employee. Churches must issue this form to each employee on or before January 31. Ordained ministers pay self-employment taxes instead of FICA taxes.

### **Form W-4 – Employee’s Withholding Allowance Certificate**

**Form 1099 – Miscellaneous Income** (for Self-Employed Contractors) – Churches use this form to report compensation of \$600 or more paid to non-employees for services during any one year. This includes but is not limited to evangelists, guest speakers and self-employed persons who perform miscellaneous services for the church (plumbers, cleaning, lawn maintenance, etc.) who are not incorporated.

**Form I-9 – Employment Eligibility Verification** (Department of Homeland Security, U.S. Citizenship and Immigration Services)

**Form 941 – Employer’s Quarterly Federal Tax Return** – Churches must file this form quarterly with the IRS if they have at least one employee other than ordained staff. The amounts reported on a church’s W-2 forms at year-end must reconcile with the 941 forms filed during the year. Churches with only one employee, when that employee is ordained, are required to file only a W-2 form.

### **Publication 517 – Social Security and Other Information for Members of the Clergy and Religious Workers**



Publication 517 (2024 Update)



Publication 517 Updates

## IRS Gateway Web Sites

### **Tax Information for Churches and Religious Organizations**

### **Tax Information for Charities & Other Non-Profits**

## Church Management Consultants

**Frieze Consulting** – Frieze Consulting is a Church Management Consulting Firm that assists and equips church leaders in their organizational, operational and administrative functions. Frieze manuals and materials cover a wide range of proper business, organizational, personnel and financial practices and procedures. Resources can be purchased directly from the Frieze website.

**The Church Operations Toolkit** – The Church Operation Toolkit is a comprehensive resource that provides practical tips, insights, and tools to effectively operate a church, covering areas such as

finances, administration, security, church management systems, information technology, project management, event planning, volunteer management, and human resources.

**The Church Network** – Formerly known as the National Association of Church Business Administration or NACBA, The Church Network is an inter-denominational, professional, Christian organization which exists to serve local church administrators with resources, training and networking. If you are involved in any capacity with church administration, or if you desire a professional relationship with NACBA, there is a membership classification for you.

**Coach Approach Ministries** – Coach Approach Ministries offers training and workshops to help church staff teams build trust, develop more effective communication patterns, and get better results. The “Working Better Together” workshop is a one-day coaching workshop for teams of four to twenty-four members.

### Church Finance Reading List

Crumroy, Otto F., Jr., Stan Kukawka and Frank M. Witman, *Church Administration and Finance Manual: Resources for Leading the Local Church* (Harrisburg, PA: Morehouse Publishing, 1998).

Graham, Casey, and Joseph Sangl, *Funded and Free: Fund Your Church and Free Yourself from Financial Worry* (NIN Publishing, 2010).

### Church Administration Reading List

Anthony, Michael, and James Estep, eds., *Management Essentials for Christian Ministries* (Nashville: Broadman & Holman Publishers, 2005).

Powers, Bruce P., *Church Administration Handbook* (Nashville: Broadman Press, 1985).

Robert, Henry M., et. al., *Robert's Rules of Order Newly Revised*, 12th ed. (New York: PublicAffairs, 2020).

Tidwell, Charles A., *Church Administration: Effective Leadership for Ministry* (Nashville: Broadman Press, 1985).

Tidwell, Charles A., *The Educational Ministry of a Church: A Comprehensive Model for Students and Ministers* (Nashville: Broadman Press, 1996).

Welch, Robert H., *Church Administration: Creating Efficiency for Effective Ministry* (Nashville: Broadman & Holman Publishers, 2005).

White, James Emery, *Rethinking the Church: A Challenge to Creative Redesign in an Age of Transition* (Grand Rapids, MI: Baker Books, 1997).

### Additional Resources



Emergency Response Plans by GuideOne Insurance





**KEEP YOUR  
CHURCH  
OUT OF  
COURT**



**SEMINAR**

**Section 8  
Reference**



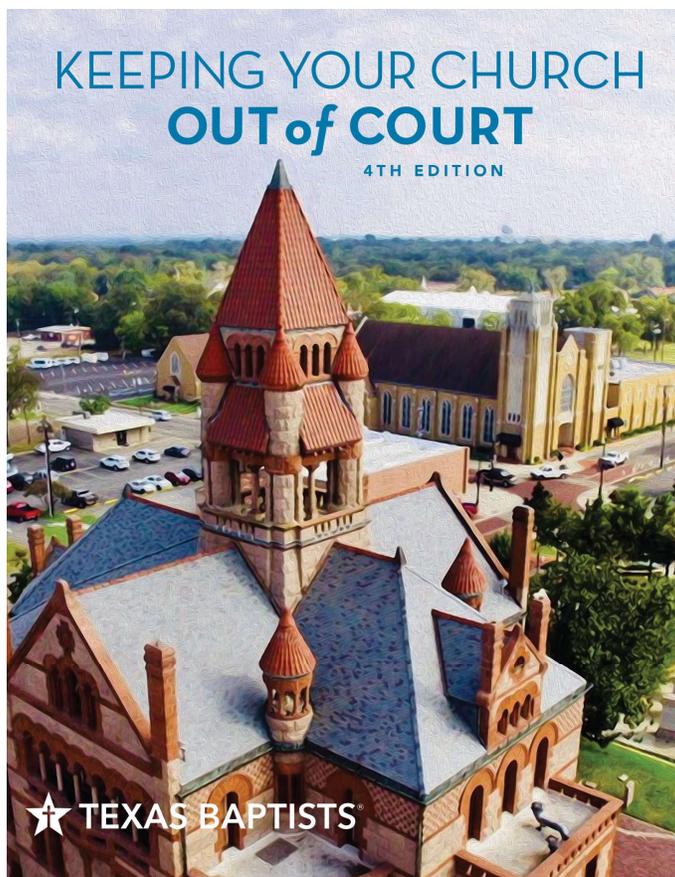


## Section 8 Reference

“Keeping Your Church Out of Court, 4th Edition” by Texas Baptists\*

1. Church Organization and Operation
2. Church Liability for Personal Injury and Property Damage Claims
3. Decision Makers: Liability and Protection
4. Employment Law
5. Taxes and Governmental Compliance
6. Intellectual Property

Download “Keeping Your Church Out of Court, 4<sup>th</sup> Edition” from Texas Baptists at:  
<https://www.texasbaptists.org/ministries/church-administration>





## Legal Terms Glossary Excerpt

See the full “Legal Terms Glossary” by the U.S. Department of Justice at:  
<https://www.justice.gov/usao/justice-101/glossary>

The Legal Terms Glossary defines over 100 of the most common legal terms in easy-to-understand language. Selected terms are listed in alphabetical order.

### A

acquittal - Judgment that a criminal defendant has not been proven guilty beyond a reasonable doubt.

affidavit - A written statement of facts confirmed by the oath of the party making it. Affidavits must be notarized or administered by an officer of the court with such authority.

affirmed - Judgment by appellate courts where the decree or order is declared valid and will stand as decided in the lower court.

allegation - Something that someone says happened.

answer - The formal written statement by a defendant responding to a civil complaint and setting forth the grounds for defense.

appeal - A request made after a trial, asking another court (usually the court of appeals) to decide whether the trial was conducted properly. To make such a request is "to appeal" or "to take an appeal." Both the plaintiff and the defendant can appeal, and the party doing so is called the appellant. Appeals can be made for a variety of reasons including improper procedure and asking the court to change its interpretation of the law.

arraignment - A proceeding in which an individual who is accused of committing a crime is brought into court, told of the charges, and asked to plead guilty or not guilty.

### B

bench trial - Trial without a jury in which a judge decides the facts. In a jury trial, the jury decides the facts. Defendants will occasionally waive the right to a jury trial and choose to have a bench trial.

brief - A written statement submitted by the lawyer for each side in a case that explains to the judge(s) why they should decide the case (or a particular part of a case) in favor of that lawyer's client.

**C**

case law - The use of court decisions to determine how other law (such as statutes) should apply in a given situation. For example, a trial court may use a prior decision from the Supreme Court that has similar issues.

chambers - A judge's office.

charge to the jury - The judge's instructions to the jury concerning the law that applies to the facts of the case on trial.

chief judge - The judge who has primary responsibility for the administration of a court. The chief judge also decides cases, and the choice of chief judges is determined by seniority.

circumstantial evidence - All evidence that is not direct evidence (such as eyewitness testimony).

clerk of court - An officer appointed by the court to work with the chief judge in overseeing the court's administration, especially to assist in managing the flow of cases through the court and to maintain court records.

common law - The legal system that originated in England and is now in use in the United States. It is based on court decisions rather than statutes passed by the legislature.

complaint - A written statement by the plaintiff stating the wrongs allegedly committed by the defendant.

continuance - Decision by a judge to postpone trial until a later date.

contract - An agreement between two or more persons that creates an obligation to do or not to do a particular thing.

counsel - Legal advice; a term used to refer to lawyers in a case.

court - Government entity authorized to resolve legal disputes. Judges sometimes use "court" to refer to themselves in the third person, as in "the court has read the briefs."

court reporter - A person who makes a word-for-word record of what is said in court and produces a transcript of the proceedings upon request.

cross-examine - Questioning of a witness by the attorney for the other side.

**D**

damages - Money paid by defendants to successful plaintiffs in civil cases to compensate the plaintiffs for their injuries.

default judgment - A judgment rendered because of the defendant's failure to answer or appear.

defendant - In a civil suit, the person complained against; in a criminal case, the person accused of the crime.

deposition - An oral statement made before an officer authorized by law to administer oaths. Such statements are often taken to examine potential witnesses, to obtain discovery, or to be used later in trial.

direct evidence - Evidence that supports a fact without an inference.

discovery - Lawyers' examination, before trial, of facts and documents in possession of the opponents to help the lawyers prepare for trial.

docket - A log containing brief entries of court proceedings.

**E**

evidence - Information presented in testimony or in documents that is used to persuade the fact finder (judge or jury) to decide the case for one side or the other.

exculpatory evidence - Evidence which tends to show the defendant's innocence.

exhibit - Physical evidence or documents that are presented in a court proceeding. Common exhibits include contracts, weapons, and photographs.

**F**

felony - A crime carrying a penalty of more than a year in prison.

file - To place a paper in the official custody of the clerk of court to enter into the files or records of a case. Lawyers must file a variety of documents throughout the life of a case.

**G**

grand jury - A body of citizens who listen to evidence of criminal allegations, which are presented by the government, and determines whether there is probable cause to believe the offense was committed. As it is used in federal criminal cases, "the government" refers to the lawyers of the U.S. Attorney's office who are prosecuting the case.



Grand jury proceedings are closed to the public, and the person suspected of having committed the crime is not entitled to be present or have an attorney present. States are not required to use grand juries, but the federal government must do so under the Constitution.

## H

habeas corpus - A writ that is often used to bring a prisoner before the court to determine the legality of his imprisonment. A prisoner wanting to argue that there is not sufficient cause to be imprisoned would file a writ of habeas corpus. It may also be used to bring a person in custody before the court to give testimony, or to be prosecuted.

hearsay - Statements by a witness who did not see or hear the incident in question but learned about it through secondhand information such as another's statement, a newspaper, or a document. Hearsay is usually not admissible as evidence in court, but there are many exceptions to that rule.

## I

impeachment - (1) The process of calling something into question, as in "impeaching the testimony of a witness." (2) The constitutional process whereby the House of Representatives may "impeach" (accuse of misconduct) high officers of the federal government for trial in the Senate.

inculpatory evidence - Evidence which tends to show the defendant's guilt.

indictment - The formal charge issued by a grand jury stating that there is enough evidence that the defendant committed the crime to justify having a trial; it is used primarily for felonies.

initial hearing - Court proceeding in which the defendant learns of his rights and the charges against him and the judge decides bail.

injunction - An order of the court prohibiting (or compelling) the performance of a specific act to prevent irreparable damage or injury.

interrogatories - Written questions asked to one party by an opposing party, who must answer them in writing under oath. Interrogatories are a part of discovery in a lawsuit.

interview - A meeting with the police or prosecutor.

issue - (1) The disputed point in a disagreement between parties in a lawsuit. (2) To send out officially, as in to issue an order.

**J**

judge - Government official with authority to decide lawsuits brought before courts. Judicial officers of the Supreme Court and the highest court in each state are called justices.

judgment - The official decision of a court finally determining the respective rights and claims of the parties to a suit.

jurisdiction - (1) The legal authority of a court to hear and decide a case. Concurrent jurisdiction exists when two courts have simultaneous responsibility for the same case. Some issues can be heard in both state and federal courts. The plaintiff initially decides where to bring the suit, but in some cases, the defendant can seek to change the court. (2) The geographic area over which the court has authority to decide cases. A federal court in one state, for example, can usually only decide a case that arose from actions in that state.

jury - Persons selected according to law and sworn to inquire into and declare a verdict on matters of fact. State court juries can be as small as six jurors in some cases. Federal juries for civil suits must have six jurors criminal suits must have twelve.

jury instructions - A judge's explanation to the jury before it begins deliberations of the questions it must answer and the law governing the case. Each party suggests jury instructions to the judge, but the judge chooses the final wording.

**L**

lawsuit - A legal action started by a plaintiff against a defendant based on a complaint that the defendant failed to perform a legal duty, resulting in harm to the plaintiff.

law clerk (or staff attorney) - Assist judges with research and drafting of opinions.

librarian - Meets the informational needs of the judges and lawyers.

litigation - A case, controversy, or lawsuit. Participants (plaintiffs and defendants) in lawsuits are called litigants.

**M**

misdemeanor - Usually a petty offense, a less serious crime than a felony, punishable by less than a year of confinement.

mistrial - An invalid trial caused by fundamental error. When a mistrial is declared, the trial must start again, beginning with the selection of a new jury.

motion - Attempt to have a limited issue heard by the court. Motions can be filed before, during, and after trial.

**N**

nolo contendere - No contest. Has the same effect as a plea of guilty as far as the criminal sentence is concerned, but the plea may not be considered an admission of guilt for any other purpose. Sometimes, a guilty plea could later be used to show fault in a lawsuit, but the plea of nolo contendere forces the plaintiff in the lawsuit to prove that the defendant committed the crime.

**O**

oath - A promise to tell the truth.

objection - A protest by an attorney, challenging a statement or question made at trial. Common objections include an attorney "leading the witness" or a witness making a statement that is hearsay. Once an objection is made, the judge must decide whether to allow the question or statement.

opinion - A judge's written explanation of a decision of the court. In an appeal, multiple opinions may be written. The court's ruling comes from a majority of judges and forms the majority opinion. A dissenting opinion disagrees with the majority because of the reasoning and/or the principles of law on which the decision is based. A concurring opinion agrees with the end result of the court but offers further comment possibly because they disagree with how the court reached its conclusion.

oral argument - An opportunity for lawyers to summarize their position before the court in an appeal and also to answer the judges' questions.

**P**

parties - Plaintiffs and defendants (petitioners and respondents) to lawsuits, also known as appellants and appellees in appeals, and their lawyers.

plaintiff - The person who files the complaint in a civil lawsuit.

plea - In a criminal case, the defendant's statement pleading "guilty" or "not guilty" in answer to the charges in open court. A plea of nolo contendere or an Alford plea may also be made. A guilty plea allows the defendant to forego a trial.

pleadings - Written statements of the parties in a civil case of their positions. In federal courts, the principal pleadings are the complaint and the answer.



precedent - A court decision in an earlier case with facts and law similar to a dispute currently before a court. Precedent will ordinarily govern the decision of a later similar case, unless a party can show that it was wrongly decided or that it differed in some significant way. Some precedent is binding, meaning that it must be followed. Other precedents need not be followed by the court but can be considered influential.

procedure - The rules for the conduct of a lawsuit; there are rules of civil, criminal, evidence, bankruptcy, and appellate procedure.

preliminary hearing - A hearing where the judge decides whether there is enough evidence to require the defendant to go to trial. Preliminary hearings do not require the same rules as trials. For example, hearsay is often admissible during the preliminary hearing but not at trial.

pretrial conference - A meeting of the judge and lawyers to discuss which matters should be presented to the jury, to review evidence and witnesses, to set a timetable, and to discuss the settlement of the case.

## R

record - A written account of all the acts and proceedings in a lawsuit.

reporter - Makes a record of court proceedings, prepares a transcript, and publishes the court's opinions or decisions.

## S

settlement - Parties to a lawsuit resolve their difference without having a trial. Settlements often involve the payment of compensation by one party in satisfaction of the other party's claims.

sequester - To separate. Sometimes juries are sequestered from outside influences during their deliberations.

sidebar - A conference between the judge and lawyers held out of earshot of the jury and spectators.

statement - A description that a witness gives to the police and that the police write down.

statute - A law passed by a legislature.

statute of limitations - A law that sets the time within which parties must take action to enforce their rights.



stay - A temporary pause or suspension of a judicial proceeding. Stays are usually designed to terminate upon the completion of specified event (e.g., a judicial decision in a separate case or the end of a government shutdown) or after a specific period of time.

subpoena - A command to a witness to appear and give testimony.

subpoena duces tecum - A command to a witness to produce documents.

summary judgment - A decision made on the basis of statements and evidence presented for the record without a trial. It is used when there is no dispute as to the facts of the case, and one party is entitled to judgment as a matter of law.

## T

temporary restraining order - Prohibits a person from an action that is likely to cause irreparable harm. This differs from an injunction in that it may be granted immediately, without notice to the opposing party, and without a hearing. It is intended to last only until a hearing can be held.

testify - Answer questions in court.

testimony - Evidence presented orally by witnesses during trials or before grand juries.

tort - A civil wrong or breach of a duty to another person as outlined by law. A very common tort is negligent operation of a motor vehicle that results in property damage and personal injury in an automobile accident.

transcript - A written, word-for-word record of what was said, either in a proceeding such as a trial or during some other conversation.

trial - A hearing that takes place when the defendant pleads "not guilty," and the parties are required to come to court to present evidence.

## U

U.S. Marshal (or bailiff) - enforce the rules of behavior in courtrooms.

## V

venue - The geographical location in which a case is tried.

verdict - The decision of a petit jury or a judge.

victim advocate - work with prosecutors and assist the victims of a crime.

**W**

warrant - An arrest warrant is a written order directing the arrest of a party. A search warrant orders that a specific location be searched for items, which if found, can be used in court as evidence. Search warrants require probable cause in order to be issued.

witness - A person called upon by either side in a lawsuit to give testimony before the court or jury.

writ - A formal written command, issued from the court, requiring the performance of a specific act.