

# BYLAWS OF HARVEST NETWORK

## PREAMBLE VISION AND MISSION

**VISION.** Strengthening primarily rural churches for effective-focused ministry through fellowship, mutual accountability, active equipping, and intentional prayer under the absolute authority of the Holy Scriptures.

**MISSION.** We believe God longs to have all Christian churches be vibrant and thriving. The Harvest Network strives to have that take place in rural church settings. In the mighty name of Jesus Christ, we will strive to share the Gospel of salvation to the "lost" and contexts to which we have been called through intentional prayer, "clear and personal" evangelism, committed discipleship, humble service, and Biblical preaching and teaching. We are committed to bringing spiritual revival to rural communities in North America.

## ARTICLE I OFFICES

**SECTION 1.1 PRINCIPAL OFFICE.** The principal office of Harvest Network is located at \_\_\_\_\_. The Board of Directors has the authority to change the location of the principal office.

**SECTION 1.2 ADDITIONAL OFFICES.** The Board has the authority to establish additional offices as deemed necessary.

**SECTION 1.3 REGISTERED AGENT.** The Harvest Network will have a registered agent. The initial registered agent will be the person chosen by the Board of Directors. The Board has the authority to change who will serve as the Network's registered agent.

## ARTICLE II MEMBERS

**SECTION 2.1 INDIVIDUAL MEMBERS.** The Network will have one class of members who will consist of the following:

- All of its enrolled ministers
- Elder(s) delegated by the Consistories of the churches within the Network
- The appointed/elected officers of the Network
- Non-Alliance ordained "ministers" under contract as pastors of congregations within the Network

- One member from each congregation will be sent as a representative. A second representative will be eligible upon the church's membership reaching 400 members, and one more representative will be added for each additional 200 members.

Each member will be entitled to one vote on each matter brought to a vote before the members.

**A. MEMBER CHURCHES:**

1. Members of the Alliance of Reformed Churches (the "Alliance") Global
2. Churches which have signed the "Harvest Covenant Agreement"

**SECTION 2.2 ANNUAL MEETINGS.** Unless otherwise determined by the Board, a meeting of the members will be held annually for the transaction of the approved business as may properly come before the members. The time and place of those meetings will be established by the Board and announced to the membership in a timely manner. A proposed agenda will accompany the announcement.

**SECTION 2.3 SPECIAL MEETINGS.** Special meetings of the members may be requested by the President and the Secretary (Clerk) of a Consistory. The Board will then determine its validity and set a meeting date and time.

**SECTION 2.4 DETERMINING ELIGIBLE MEMBERS.** Prior to the annual and/or special meetings, the Board will be given the responsibility and authority to determine the members who will be entitled to vote at those meetings.

**SECTION 2.5 NOTICE OF MEETINGS.** Written notice of any official meeting of the members will state the meeting's location, date, time, and purpose(s).

The written notice will be given not less than ten (10) and not more than forty (40) days prior to the meeting.

**SECTION 2.6 WAIVERS OF NOTICE.** Whenever notice is required to be given by law, these Bylaws or a written waiver, signed by the member(s) entitled to such notice, will be deemed equivalent to notice. The attendance of a member at a meeting will constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

**SECTION 2.7 RECORD OF MEMBERS AT MEETINGS.** A probable list of eligible members planning to attend a meeting is to be published three weeks prior to a meeting. A record of members entitled to vote as of the record date, certified by the Secretary, will be produced at any meeting of members upon the request of any member who has given written notice to the Network. Such request must be made at least ten (10) days prior to such a

meeting. If the right to vote at any meeting is challenged, the person presiding over the meeting will require the record of members to be produced as evidence of the right of the person(s) challenged to vote at such meeting. ALL persons who appear on the record are entitled to vote at such meeting.

**SECTION 2.8 QUORUM AT MEETINGS.** A majority of Congregations of the Network who are entitled to vote pursuant to Section 2.1 constitute a Quorum of the Network in order to transact business of any kind at a meeting of members. The affirmative vote of a majority of attending members will be the act of the members.

**SECTION 2.9 PROXIES.** Every member entitled to vote at a meeting of members may vote only via another member through a written and signed correspondence if they are unable to attend. No proxy will be valid after three (3) years from the date of its execution. The Proxy can be revoked at the pleasure of the member who executed it.

**SECTION 2.10 VOTE OF MEMBERS.** Whenever any action is taken by the vote of the members of the Network, it will be authorized by the affirmative vote of a majority of the eligible voting members.

### ARTICLE III BOARD OF DIRECTORS

**SECTION 3.1 POWER OF THE BOARD.** The Network's activities and affairs will be managed by and under the direction of its Board. In the governance of the Network's activities and affairs, the Board will possess all the power given to them by the Bylaws.

**SECTION 3.2 NUMBER OF DIRECTORS.** The number of directors will be determined by the members of the Network at the first annual meeting and the number placed in the Network Bylaws. The number can be increased or decreased by an amendment to the Bylaws in accordance with Section 7.6.

**SECTION 3.3 ELECTION; APPOINTMENT.** At a meeting of the Board, the Board of Directors will elect additional directors if the members require additions. The Board will receive names from the members and elect additional directors from that list. If a director resigns or is unable to complete their term, a majority of the entire Board will appoint an individual to serve on the Board until his or her successor has been elected.

**SECTION 3.4 TERM.** Each director will hold office for a three-year term. Directors may serve more than one term at the direction of the members and Board. Initially, the Board may make staggered terms to ensure the continuity of the Network's operations.

**SECTION 3.5 VACANCIES; NEWLY-CREATED DIRECTORSHIPS.** Any vacancies will be filled in accordance with Section 3.3. A director appointed to fill a vacancy will hold office until his or her successor is appointed or elected.

**SECTION 3.6 REMOVAL OF DIRECTORS.** Any one or more of the directors may be removed by a majority vote of the Board. A written notice of the removal must be given to the Board, accompanied by the reason(s) for the removal request.

**SECTION 3.7 RESIGNATION.** Any director may resign at any time upon written notice to the Network.

**SECTION 3.8 QUORUM OF DIRECTORS; ACTIONS OF THE BOARD.** A majority of the entire Board will constitute a quorum for the transaction of business, and the vote of a majority of the directors present at the meeting at which a quorum is present will be the act of the Board.

**SECTION 3.9 MEETINGS OF THE BOARD.** Meetings of the Board will take place at the times fixed by the Board. Special meetings of the Board may be held at any time when called by the Chair or any two (2) directors. Times and locations of Board meetings will also be determined by the Chair or any two (2) directors.

**SECTION 3.10 INFORMAL ACTION BY BOARD.** Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, if all the Board members consent to an action in writing. The writings must be filed with the minutes of the proceedings of the Board.

**SECTION 3.11 MEETINGS BY CONFERENCE CALLS OR ZOOM.** Meetings may take place via conference calls or Zoom, in which all persons participating in the meeting can adequately hear each other. Participation in such meetings will constitute presence in person at the meeting.

#### ARTICLE IV COMMITTEES

**SECTION 4.1 GENERAL PROCEDURES.** The standing committees will be recommended to the meeting or members for implementation. Following the establishment of primary standing committees, the Board may designate additional committees as needed. Each committee will initially have one Board member present. Upon a committee member resigning or being disqualified, the Board may replace members as needed. The committee members will have the authority to carry out their duties in keeping with their committee's job description. A committee may not change their job description nor have the ability to amend the Bylaws. The committee has no authority to buy, sell, or exchange any assets nor to dissolve any action taken by the Board.

**SECTION 4.2 COMMITTEE RULES.** A committee may request changes to its job description by requesting changes from the Board. A majority of the entire membership of the committee constitutes a quorum. The actions taken by the quorum will be the act of the committee. Its business will be conducted in the same manner as the Board conducts its business under Article III of these Bylaws.

**SECTION 4.3 SERVICE OF COMMITTEE.** Each committee member will serve at the pleasure of the Board.

**SECTION 4.4 RECORDS.** Minutes will be kept at each committee meeting, and copies of the minutes shall be distributed to each committee member and to the Board.

**SECTION 4.5 STANDING COMMITTEES.** (Note: the following standing committees are in place at this time and are subject to additions, deletions and/or amendments via the Board.)

**A. MULTIPLICATION TEAM.**

1. The Multiplication Team will be comprised of one minister and one layperson from each geographical area of the Harvest Network. Each member will serve a three-year term; however, for the first three years, serving in a staggered term for continuity. Members may serve up to three (3) consecutive terms.

2. The Multiplication Team will look for new fields to plant new congregations. The Team will have supervision over the new congregation and will appoint members to serve as the consistory of that congregation until such time that the congregation is organized. The Team will help secure property and funding for the new congregation.

3. The Team will elect one of its members to serve as chair of the Team. The chair will serve as the representative to the Network. The chair will also work closely with the Board to keep the Board informed and welcome the Board's direction.

**B. RENEWAL TEAM.**

1. The Renewal Team will be comprised of the same membership requirements as the Multiplication Team (see Section 4.5-A).

2. The duties of the Renewal Team are as follows: (a) share with each congregation the concept of church revitalization and keeping all congregations a vital congregation within the Alliance; and (b) provide congregations with information on the various tools for refocusing the church's vision, hiring gifted staff for growth, raising up leaders within the congregation and providing discipleship training tools.

3. The Renewal Team (in regards to ministers) shall be to: (a) assist congregations in meeting the long-range goals of the Alliance and the Network; (b) assist ministers to find and use mentorship and receive renewal training; (c) secure grants for financial assistance; and (d) embrace proven leaders to assist the congregation in organizing, administration, preaching, training, and securing persons gifted in renewal.

4. The Renewal Team will follow Section 4.5-A.3 of the Multiplication Team.

### **C. ORDINATION TEAM.**

1. The Ordination Team will have the same membership requirements as the Multiplication Team (see Section 4.5-A).
2. The duties of the Ordination Team are as follows:
  - a. Keep a record of those members of the Harvest Network who are enrolled as pre-ministerial students and those who are preparing themselves for mission service and maintain personal communications with them. They will also provide these records annually to the Board.
  - b. Arrange an annual examination of students using ministers of the Network as examiners.
  - c. Provide names and addresses of all students so the students can be provided Network meeting minutes.
  - d. Accept applications for tuition aid for those students to be awarded assistance from funds and at rates established by the Network and the Alliance.
  - e. Appoint Maximum Credit Officer(s) to conduct maximum credit interviews with the candidate after they have completed the maximum credit form. They will then record competencies to the candidate's competency map.
  - f. Appoint Ordination Coaches who will work with candidates to develop a plan to achieve required competencies, update their map when competencies are achieved, hold candidates accountable to their Healthy Learning Covenants, affirm ordination readiness to the Alliance Global Ordination Team, and lead ordination ceremonies for candidates who have been confirmed Ordained by the Alliance Global.
  - g. Provide recommendations, assessments, and suggestions to the Alliance Global Ordination Team on updates to competencies, rubrics, policies, and procedures of the Alliance's Ordination Process.
  - h. Establish written guidelines on how student loans will be repaid.
  - i. Establish written guidelines in the way that supervision of students will be conducted.
  - j. When students have completed their education, the examination of these students will be in the following areas: (i) theology; (ii) sacraments; (iii) knowledge of the Alliance's doctrinal standards; and (iv) adherence to all doctrinal, theological, and procedural standards of the Alliance.

3. The Ordination Team will follow Section 4.5-A.3 of the Multiplication Team.

**D. COVENANT KEEPERS TEAM.**

1. The Covenant Keepers Team will be comprised of two (2) ministers, two (2) elders, and two (2) laypersons. They will all serve a minimum of three (3) years, with two serving four (4) years and two serving five (5) years. Following that rotation, each will serve three (3) years and can be reappointed to two (2) more terms by the Board.

2. The Covenant Keepers Team will be responsible for the theological oversight of the Network. All ordained persons (including Elders and Deacons) shall sign a theological contract that they believe in, will teach, and will practice the following "Statement of Belief":

- The Scriptures of the Old and New Testament are the inspired and inerrant Word of God.
- The Scriptures contain the only way to salvation.
- Scripture is the only and final authority of the church.
- God is the creator of all things.
- God is triune; Father, Son, and Holy Spirit.
- God is perfect, is just, is love, and is eternal.
- Jesus Christ is the only begotten son of God.
- Jesus Christ was conceived by the Holy Spirit, born of a virgin.
- Jesus Christ is God incarnate.
- Jesus Christ is truly God and truly human.
- Jesus Christ paid the price for the sins of the world by shedding his blood and dying on the cross. He is the perfect, and therefore the last, sacrifice needed.
- Jesus Christ bodily rose from the dead.
- Jesus Christ is our advocate and high priest at the Father's right hand.
- Jesus Christ will return to judge the living and the dead.

- The Holy Spirit is fully God.
- The Holy Spirit indwells, guides, instructs, and empowers believers for holy living.
- The Holy Spirit is the source of all spiritual gifts and fruit.
- Humankind was created in the image of God.
- Humankind willingly sinned and was separated from God through sin.
- Humankind can only be reunited with God through believing in Jesus Christ and accepting Jesus Christ as Lord and Savior. We will live with him eternally in Heaven through God's gift of grace and faith.
- The church is composed of all those who accept Jesus Christ as Savior and Lord.
- The church has Christ as its head.
- The church administers the "means of grace".
- The Holy Sacraments are Baptism and Communion.
- The Alliance practices open communion, inviting all who have confessed Christ as their Lord to participate.
- The Alliance believes in the following:
  - a. The Heidelberg Catechism
  - b. The Belgic Confession
  - c. The Canons of Dort
  - d. The Apostles' Creed
  - e. The Nicene Creed
  - f. The Athanasian Creed
- The Alliance believes marriage is between one man and one woman (see the Great Lakes Catechism).



- The Alliance believes there is only one way to Heaven: Jesus Christ.
- The Alliance believes in the sanctity of all human life.

3. If an ordained member of the Harvest Network becomes remiss or disobedient to the core beliefs of the Alliance and Network, the Covenant Keepers Team has the authority to bring the person before the Board. If clear evidence confirms disobedience to these core beliefs, the Board has the authority to recommend to the Alliance Global Board the removal of the person from ministry in the Alliance and the Network.

4. The Covenant Keepers Team will follow Section 4.5-A.3 of the Multiplication Team.

#### **E. PARTNERING TEAM.**

1. The Partnering Team will aid ordained ministers in finding a relationship with a mentor, an accountability partner, a coach, etc., where spiritual, theological, and leadership skills can heal, be learned, or be sharpened.

2. A minister can request suggestions of who to contact from the Partnering Team to meet their felt needs.

3. The Partnering Team should be informed as to who has begun partner relationships and also inform the Team when a partnership is terminated.

#### **F. PRAYER TEAM.**

1. The Prayer Team will meet personally or via live stream to uplift all of the Alliance's activities as well as ask for our Lord's guidance and wisdom.

2. All of the Network's (the Alliance's) officers and team leaders are asked to make the Prayer Team aware of events, decisions, changes, sicknesses, needs, etc., so that the Prayer Team can be specific and intentional in their prayers.

### **ARTICLE V OFFICERS, AGENTS, AND EMPLOYEES**

**SECTION 5.1 OFFICERS.** The Board may elect and/or appoint officers of the Network as needed who are gifted for the duties needed. These elections and appointments must be consistent with these Bylaws. A person may hold two (2) or more offices at the same time.

**SECTION 5.2 TERMS OF OFFICE, VACANCIES, AND REMOVAL.** Each officer will hold office for the term to which he or she was elected or appointed, or until his or her successor is elected or appointed, or until his or her earlier resignation or removal. All officers will be elected or appointed at the annual Board meeting. Any vacancies may be filled by a majority

vote of the entire Board. An officer elected or appointed to fill a vacancy will serve for the unexpired term of his or her predecessor or until his or her successor is elected or appointed. Any officer may be removed by a majority vote of the entire Board.

**SECTION 5.3 RESIGNATION.** Any officer may resign at any time by giving written notice to the Board. Unless otherwise specified in the notice, the resignation will be effective upon delivery to the Board.

#### **SECTION 5.4 POWERS AND DUTIES OF OFFICERS.**

**A. PRESIDENT.** The President will serve as the chief officer of the Network. He or she will preside at all meetings of the Board and, under the supervision of the Board, will perform all duties specified by that office. He or she will supervise and direct all of the Network's affairs in accordance with policies and directives that the Board has approved.

**B. VICE-PRESIDENT.** In the absence of the President or when the President is unable to serve, the Vice-President will perform the duties of the President. The Vice-President will also perform duties assigned to him or her by the Board.

**C. SECRETARY.** The Secretary will be responsible for keeping accurate records of all the meetings of the Board. He or she will give cause and notice of all upcoming meetings. The Secretary will perform the duties assigned to him or her by the Board in keeping with the powers of the Secretary.

**D. TREASURER.** The Treasurer will have custody of and be responsible for all funds and securities of the Network. He or she will keep complete and accurate records of the receipts and disbursements of the Network and will deposit all monies and property of the Network in such banks or depositories approved by the Board. He or she will distribute statements of the accounts. He or she will perform such other duties as the Board may prescribe in keeping with the powers given to the Board.

**SECTION 5.5 AGENTS; EMPLOYEES.** The Board may appoint or hire agents and employees who will have the authority and perform duties assigned by the Board. The Board may also remove any agent or employee at any time, with or without cause.

**SECTION 5.6 COMPENSATION OF OFFICERS, AGENTS, AND EMPLOYEES.** The Network may pay compensation to officers, agents, and employees, with the amount to be fixed by a majority vote of the Board.

### ARTICLE VI INDEMNIFICATION AND INSURANCE

**SECTION 6.1 INDEMNIFICATION.** The Network will reimburse, indemnify, and hold harmless any person made a party to any action, suit, or proceeding, civil or criminal, by reason of the fact that he or she is or was a director, officer, agent, employee, or representative of the Network, against judgments, fines, amounts paid in settlement and

reasonable expenses, including attorney's fees as a result of a suit or proceeding or the result of an appeal. Such right of indemnification will depend upon a finding by the Board and by legal counsel that the person was acting in good faith within what he or she believed to be the scope of his or her authority for the purpose he or she believed to be in the best interest of the Network.

**SECTION 6.2 EXPENSES.** The Network may pay expenses incurred by a director or officer defending a civil or criminal action, suit, or proceeding in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it will be determined that he or she is not entitled to be indemnified by the Network. Such expenses incurred by other employees and agents may be paid upon such terms as the Board deems appropriate.

**SECTION 6.3 APPLICATIONS.** The provisions of this Article will be applicable to claims, actions, suits, or proceedings made after the adoption of these Bylaws. The indemnification of expenses provided by this Article will, unless otherwise provided when ratified, continue as to persons who have ceased to be a director, officer, employee, or agent or to the heirs and personal representatives of such persons.

**SECTION 6.4 NOT EXCLUSIVE.** The indemnification and advancement of expenses provided by these Bylaws will not be deemed exclusive of any other rights to which the director, officer, employee, or agent may be entitled under any law, agreement, vote of disinterested directors and will not restrict the power of the Network to make any indemnification permitted by law.

**SECTION 6.5 INSURANCE.** The Board may authorize the purchase of insurance in order to meet its obligations under the terms and provisions of these Bylaws on behalf of any director, officer, employee, or agent of the Network or who is or was serving at the request of the Network as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against or incurred by him or her in any such capacity, or which arises out of such person's status as a director, officer, employee, or agent whether or not the Network would have the power to indemnify the person against that liability under law.

## ARTICLE VII MISCELLANEOUS TERMS

**SECTION 7.1 TAX MATTERS.** The purposes for which the Network is organized are to operate directly and exclusively for religious, charitable, benevolent, or educational purposes as referred to in Section 501(c)(3) of the Internal Revenue Code or the corresponding provisions of any future United States internal revenue law, generally called "exempt purposes", including, but not restricted to, the organization, administration, and management of churches which are associated with the Alliance of Reformed Churches. The Network will comply with all tax-related requirements set forth in the Network's Articles of Incorporation and as otherwise required by applicable law.

**SECTION 7.2 FISCAL YEAR.** The fiscal year of the Network will be the calendar year or any other period as may be fixed by the Board.

**SECTION 7.3 CORPORATE SEAL.** The Network will not have a seal.

**SECTION 7.4 CHECKS, NOTES, CONTRACTS.** The Board will determine who will be authorized to sign checks, drafts, or other orders for payment of money; to sign acceptances, notes, or other evidences of indebtedness; or to execute and deliver other documents and instruments, all on the Network's behalf.

**SECTION 7.5 BOOKS AND RECORDS.** The Network will keep at its office correct and complete books and records of accounts, the activities and transactions of the Network, minutes of the proceedings of the Board and any committees of the Network, and a current list of directors and officers of the Network and their residence addresses. Any of the books, minutes, and records of the Network may be in written form or in any other form capable of being converted into written form.

**SECTION 7.6 AMENDMENT OF ARTICLES OF INCORPORATION AND BYLAWS.** The Articles of Incorporation of the Network and these Bylaws may be amended, in whole or in part, by a majority vote of the Board and by a majority vote of the membership at an annual meeting.

Adopted effective this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMMITMENT TO HARVEST NETWORK BYLAWS.**

These Bylaws serve as a foundational framework that enables our network churches to collaborate, encourage, and challenge each congregation to pursue Biblical truth and Christ's mission among our diverse contexts. By endorsing this document, you demonstrate your commitment to the principles of the Harvest Network, reinforcing our shared values and objectives. Together, we can continue to strengthen our congregations while respecting God's unique calling in His Kingdom.

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

Senior/Lead Pastor Name: \_\_\_\_\_

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

Consistory/Board Representative Name: \_\_\_\_\_

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