

ZION FELLOWSHIP



*Ministerial Credentials &
Church Affiliation
Handbook*

“Zion Fellowship® Ministerial Credentials & Church Affiliation Handbook”

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A Message from the Founder, the late Dr. Brian J. Bailey

I would like to give you a brief summary of the vision of Zion Fellowship. First of all, we need to realize that the Lord desires to plant an onward vision within us. In Habakkuk 2:2 we read *“write the vision, and make it plain upon tablets, that he may run that readeth it.”* We need a God-imparted vision.

This vision will enable us to look beyond our present spiritual experience. It will sustain us and give us purpose in life. Proverbs 29:18 tells us that *“where there is no vision [or progressive vision], the people perish.”* Without an ongoing vision, people wander aimlessly through life. Therefore, one’s spiritual vision is very important.

We are living in the last days, and you will notice in Scripture that whenever the last days are mentioned, Zion is also mentioned. All the promises of God are to Zion in the last days. Zion is the ultimate goal of the Church of Jesus Christ, as the Apostle Paul clearly states in Hebrews 12:22: *“But you have come unto Mount Zion...”* Geographically, Mount Zion is located in the Southeast part of the city of Jerusalem. In ancient times it was called the city of David, and before then it was inhabited by the Jebusites. Let us now look at the spiritual significance of this mountain.

The Journey from Egypt to Zion

To gain an understanding about the spiritual journey that we as believers are on, we need to study the journey of the children of Israel from Egypt to the Promised Land, and eventually to Mount Zion. Zion was the ultimate goal for the Israelites. This historical journey undertaken thousands of years ago is a type of our spiritual journey as believers from earth to heaven, and from newborn babes in Christ to mature fathers and mothers in Christ. It serves as a roadmap to show us where we have come from, where we are at presently, and where we are going.

Exodus 15:17 says, *“Thou shalt bring them in, and plant them in the mountain of thine inheritance, in the place, O LORD, which thou hast made for thee to dwell in, in the Sanctuary, O Lord, which thy hands have established.”* Psalm 79:54,68 confirms that this mountain was Mount Zion. Zion was their ultimate goal from the very beginning of their journey!

The Apostle Paul speaks of the journey of Israel in 1 Corinthians 10:11: *“Now all these things happened unto them for ensamples: and they are written for our admonition, upon whom the ends of the world are come.”* Paul clearly states that the journey of the children of Israel from Egypt to Zion was recorded in Holy Scripture to serve as an example or pattern for us as believers. Therefore, this journey is very important indeed.

First of all, they were delivered from Egyptian bondage through a series of ten plagues, the tenth one being the slaying of all the firstborn in Egypt. They celebrated the Passover, which speaks of Christ the Lamb of God who died for the sins of the world (1 Cor. 5:7), and left Egypt (a symbol of this world). After they left Egypt, they crossed the Red Sea, which cut them off from the Egyptians. The Red Sea speaks of water baptism (1 Cor. 10:1-2). Water baptism is an act of obedience (Mt. 3:15), and it breaks many ties with the world.

Mount Sinai

We read in Exodus 19:1 that the Israelites came to Mount Sinai in the third month of their journey. The feast of the third month in the religious calendar of Israel is the Feast of Pentecost. From this we understand that Mount Sinai represents the Feast of Pentecost, and as such, the experience of the baptism of the Holy Spirit.

While the Pentecostal experience, represented by Mount Sinai, is wonderful, Paul tells us in Hebrews 12:18-22 that we are not called to Mount Sinai, but to Mount Zion. So we must realize that the final destination of our spiritual life as believers is not the Pentecostal experience. The baptism of the Holy Spirit is given to us to help us along our journey to spiritual Mount Zion.

The Lord said in Deuteronomy 2:3, *“Ye have compassed this mountain long enough.”* God told Israel that they had camped around Mount Sinai too long and that it was time to move on. I believe the Lord is speaking the same thing to His Church today: “It is time to move on!” Many churches today have camped around the Pentecostal experience, and are content to remain in it and not progress in their spiritual journey. We must not stop anywhere along our journey and camp around a particular blessing or experience; we must progress and move on with God until we reach Mount Zion. We must go on to the fullness of what God has in store for us.

The Wilderness

After the children of Israel left Mount Sinai, they journeyed through the wilderness. We see this same pattern in the life of Christ. After He was water baptized (as the Israelites were, in type, in the Red Sea), He was filled with the Holy Spirit and then the Spirit of the Lord led Him into the wilderness (Mk. 1:12).

The wilderness speaks of the trials and testings that God leads us into in order to teach us obedience. Deuteronomy 8:2 tells us that the Lord led Israel for forty years in the wilderness to work within them humility, obedience, and purity. In Hebrews 5:8 we read about the same experience in the life of Christ, *“Though he were a Son, yet learned he obedience by the things which he suffered.”* There is only one way that we can learn obedience, and that is through suffering and chastisement.

Crossing the Jordan

After the wilderness, the Lord raised up Joshua to lead the children of Israel across the Jordan River and into the Promised Land. The crossing of the Jordan spiritually speaks of being crucified with Christ. When the Israelites crossed over the Jordan, they placed twelve stones in the water and took twelve out. This speaks of dying to self and walking in newness of life. When we give our hearts to the Lord, He forgives us of all our sin and makes us white as snow. However, we still need to die to the carnal desires of our old nature. This is not a quick process. It takes self-denial and much prayer.

When the children of Israel crossed the Red Sea, they were out of Egypt, but Egypt was not out of them. Throughout their wilderness journey, they continually wanted to return to Egypt and their former bondages. Thus they were “out of the world, but the world was

not out of them.” But when they crossed the Jordan River, the Lord took the love for Egypt (the world) out of their hearts and they never wanted to return after that. After they crossed the Jordan, they camped at Gilgal where they were circumcised, and the Lord said in Joshua 5:9, *“This day have I rolled away the reproach of Egypt from off you.”*

We all need to know *experientially* that we have been crucified with Christ and that our old, Adamic nature has been put to death that we no longer have to serve sin, but we are free to serve the Lord in righteousness and holiness (Rom. 6:6).

Conquering the Inheritance

After the Israelites crossed the Jordan River, they began to conquer and possess Canaan, the Promised Land. This was not an easy task by any means! There were many giants in the land that they had to overcome. In order to possess the land, they had to dispossess its inhabitants, seven nations which were mightier than they. It is the same in our Christian walk. In order to enter into our inheritance, we will have to fight against principalities and powers in heavenly places.

Mount Zion was the last and most difficult stronghold to capture. It was the stronghold of the Jebusites. They retained control of it for many centuries until the time of King David. They arrogantly boasted that King David and his army could not conquer them even if their soldiers were blind and lame. Nevertheless, David took Mount Zion, and the city of Jerusalem, after his third anointing. Possessing Zion requires a new anointing! David made Mount Zion his capital and pitched a tent there for the Ark of the Covenant.

This little mountain in Jerusalem became the dwelling place of the Lord. It is an earthly replica of the heavenly Mount Zion (Rev. 14:4). Several hundred years after they began their journey, David finally led the children of Israel to their ultimate destination—Mount Zion. As we have already said, this is the ultimate goal of every believer.

Being Born in Spiritual Zion

Paul said, “First the natural, then the spiritual.” Well, just as we have to be born in the natural, we have to be born-again in order to enter into the kingdom of heaven. In much the same way, in order to abide in spiritual Mount Zion, we must be born in Zion. The vision of Zion must be birthed within our hearts by the Lord.

Being born in Zion is spoken of in Psalm 87:4-6: *“I will make mention of Rahab and Babylon to them that know me: behold Philistia, and Tyre, with Ethiopia; this man was born there. And of Zion it shall be said, This and that man was born in her: and the highest himself shall establish her. The LORD shall count, when he writeth up the people, that this man was born there. Selah.”* The Lord takes note not only where we are born naturally, but where we are born spiritually. It is very important what vision we are born into. We want to be born in Zion and have our names written on the gates of that glorious city!

The experience of being born in Zion is difficult to explain. All I can say is that the Lord puts a desire in your heart to dwell in Zion. That desire consumes you so that all you think about is dwelling with Christ in Zion. You know that you were born and destined for Zion! Everything you do, you do in pursuit of ascending Mount Zion.

Conclusion

As you are reading this article, the Lord wants to birth this vision in your heart. He wants you to catch the vision. You have been called to Mount Zion. Paul made that very clear in Hebrews 12:22. Our goal is not the baptism of the Spirit; our goal as believers is Zion! Zion speaks of the holiness of God, the dwelling place of God, praise and worship, and many other wonderful truths.

The question I want to leave you with is, "Where are you on your journey, and what is your vision?" Prayerfully consider your Christian walk for a moment now. Have you given your life to the Lord Jesus Christ and do you know that He is your Savior? Have you been water baptized? Have you been baptized in the Holy Spirit? Where are you on your Christian journey? Your ultimate destination is Mount Zion, where the Lord dwells, but are you progressing toward Zion or have you stopped along the way? Do you need a fresh vision? Are you content where you are at or are you moving on? Has the vision of Zion been birthed in your heart?

Beloved, ask the Lord to birth the vision of Zion within your heart so that you are not satisfied with anything but Zion. Don't you want to finish your journey and get all that God has for you? My prayer is that no matter where you are on your Christian journey, the Lord will place a new vision in your heart and that you will go all the way with Jesus. Then we will see His glory and power come to the nations! May God bless you.

A Message from the President, Rev. Robert A. Tucker

What a benefit it is to walk with those of like precious faith and vision! If God has birthed in your heart the desire and vision for Zion, God's holy dwelling place, we invite you to consider joining Zion Fellowship. We want to strengthen and encourage one another in our journey.

As the world grows darker, we live in expectation of the glory of God coming upon us to a greater extent than we have ever known before (Isa. 60:1-2). May we press on together to win Christ and fulfill all His purpose for our lives.

We trust that Zion Fellowship will be a blessing in your life to strengthen and encourage you in your journey to obtain God's highest.

Part 1

AN OVERVIEW OF ZION FELLOWSHIP

History of Zion Fellowship

Zion Fellowship® was founded in 1981 to serve as a missionary organization and a spiritual covering for ministers, churches, Christian schools, Bible schools and colleges, orphanages, and various other ministries around the world.

Zion Fellowship's international headquarters are located in Waverly, New York on top of Glory Hill, spanning over 150 acres. Also located at the headquarters is a two-year residential Bible school, Zion Ministerial Institute Waverly Campus (www.zmi.edu); a Christian K-12 school, Zion Academy; a church, Zion Chapel; a Christian bookstore, Zion Christian Publishers; and several other facets of ministry.

Overview of Zion Fellowship

The ministry and outreach of Zion Fellowship is very diverse and multifaceted, including the following ministries:

1. Churches
2. Bible schools and colleges
3. Christian K-12 schools
4. Orphanages and Humanitarian Aid Works
5. Publications – Bible study books and leadership magazines
6. Leadership seminars

We are a worldwide group of Pentecostal churches devoted to the Lord Jesus Christ and the end-time revival. We are essentially a worshipping and teaching fellowship that desires to exalt the name of Jesus and His Word. Zion Fellowship has churches in the United States and Canada and in many other nations around the world. It operates Bible schools, both residential and distance education, in many countries around the world.

Zion Fellowship is a global organization with missionaries and pastors in North America, Central America, South America, Europe, Africa, Asia, and New Zealand. Zion Fellowship is committed to taking the Gospel to every corner of the world and raising up kings and priests out of every tongue, tribe, and nation (Revelation 5:9-10).

Board of Trustees

There are five members of the Board of Trustees of Zion Fellowship. Rev. Robert A. Tucker serves as the President, Rev. David Wallis as the Secretary, and Rev. Daniel Gazaway as the Treasurer. Dr Paul Caram and Rev. Daniel Caram also serve as Board members.

General Information

Zion Fellowship's international headquarters are located in upstate New York about two-and-a-half hours southwest of Syracuse and about an hour south of Ithaca. The physical address is 241 Glory Hill Road / Waverly, New York 14892.

The mailing address is:

Zion Fellowship
P.O. Box 70
Waverly New York 14892

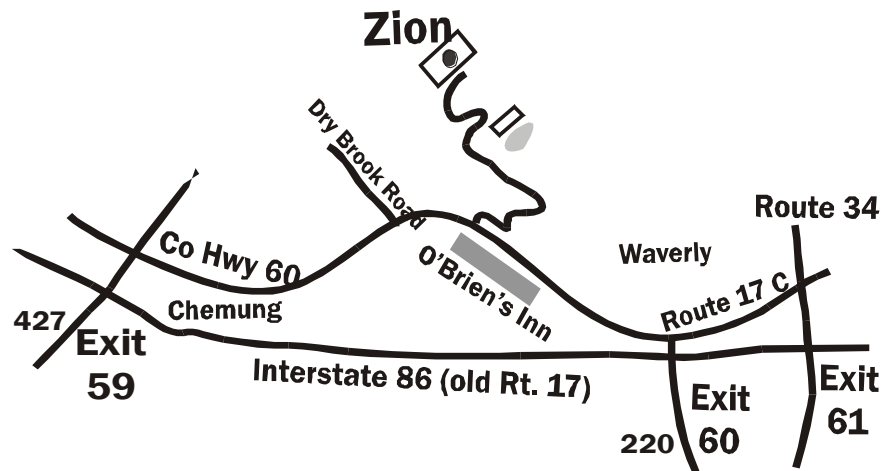
Phone: (607) 565-2801

Fax: (607) 565-3329

Email: info@zionfellowship.org

Website: www.zionfellowship.org

How To Get to Zion Fellowship's International Headquarters



⇐ Elmira (West)

Binghamton (East) ⇨

Take Interstate 86 (old Route 17) to Waverly Exit 60 (Route 220 Exit). Go to Route 17C and turn left. Drive up the hill until you see O'Brien's Inn on the left. To the right of O'Brien's Inn you will see the sign and entrance for Zion Fellowship. Drive up Zion Road to the top of the hill until you arrive at the Headquarters.

Part 2

MINISTERIAL CREDENTIALS

Ministerial Credentials

Zion Fellowship offers three ministerial credentials: 1) Christian Worker's License; 2) License, and 3) Ordination.

1. Christian Worker's License

A Christian Worker's License is the first level of credentials that Zion Fellowship offers. Receiving a Christian Worker's License from Zion Fellowship reflects Zion's recognition that the individual is qualified to serve in capacities such as, but not limited to, ushers, deacon, youth worker, prison minister, humanitarian aid worker, and Sunday school teacher.

Normally, applicants who are below the age of twenty-five (25) or who do not have much ministry experience first receive the Christian Worker's License before they are Licensed or Ordained. They must then prove themselves faithful and manifest a strong calling upon their lives before they can be recommended for a License. Under normal circumstances, this proving time shall be no less than one (1) year.

2. License

A License is the second level of ministerial credentials that Zion Fellowship offers. Those who receive a License from Zion Fellowship are considered ministers of the Gospel. People with a ministerial License can function in, but are not limited to, any of the five-fold ministries: pastors, teachers, prophets, evangelists, and apostles.

Under normal circumstances, those who receive a License from Zion Fellowship must prove themselves faithful for no less than one (1) year before they can be recommended for Ordination.

3. Ordination

Ordination is the highest level of ministerial credentials that Zion Fellowship offers. Ordination is normally for life; therefore, only those who have had ministry experience and have proven themselves faithful can receive Ordination credentials from Zion Fellowship. Ordained ministers can function in any of the five-fold ministries, according to the call of God upon their lives.

In certain circumstances, subject to federal and state law, a Ministerial License and Ordination qualify a minister to receive a housing allowance and obtain exemption from federal social security taxes. (The ordained or licensed minister should consult qualified legal counsel to ensure eligibility and conformance with all applicable rules.)

Ordination also qualifies a minister to perform all of the required duties of Christian ministry, including marriages, baptisms, burials, and Communion. (Because state laws pertaining to the solemnization of marriages vary, ministers should check with the proper authorities in their state of residence to determine if any special applications or permits are required prior to performing marriages.)

In certain states and countries, those with License credentials can perform marriages, burials, and other ministerial functions. Zion Fellowship credential holders are responsible for checking with their state or country authorities and must abide by their laws and regulations.

Because the federal government does not regulate the ordination process, ordination by Zion Fellowship will be recognized by the federal government as a valid ministerial credential. However, ministers starting a work of their own must incorporate on their own. Ordination by Zion Fellowship **does not confer** corporate status or federal tax exemption upon credential holders or their ministries.

Application Process

In order to receive credentials from Zion Fellowship, applicants must complete the Application and submit it to Zion Fellowship with the \$50.00 non-refundable application fee. Included in the Application packet are three Character Reference forms, at least one (1) of which must be from the pastor or minister. These three forms must be received in the Zion Fellowship office in order for your application to be complete. Applicants will normally be notified in writing within 90 days if their application has been approved. If accepted, applicants will receive a certificate of credentials and a credentials card.

Fees & Dues

There is a \$50.00 non-refundable, one-time application fee. The yearly renewal fee for ministerial credentials is \$25.00. Credential holders are welcome to make donations to Zion Fellowship, but are under no obligation to do so.

Benefits and Mutual Obligations

Zion Fellowship has a strong commitment to its credential holders. Being a Zion Fellowship credential holder has many benefits. Credential holders become members of a global organization and receive spiritual direction, counsel, and teaching.

The importance of receiving good counsel from others is clearly seen in Proverbs 11:14: *“Where no counsel is, the people fall: but in the multitude of counsellors there is safety.”* Zion Fellowship leaders are available upon request to counsel credential holders and pray with them.

Zion Fellowship provides forums worldwide for ministers to receive fresh teaching and direction and enjoy fellowship with other ministers. In the United States, pastors' conferences are held twice a year, in April and September, at Zion Fellowship's International Headquarters in Waverly, New York. Credential holders are strongly encouraged to attend. Leadership seminars and conferences are also held in other countries on a regular basis.

Receiving credentials from Zion Fellowship in no way signifies employment. There is no monetary remuneration for credential holders unless otherwise agreed upon. Credential holders are obligated to properly represent Zion Fellowship at all times and seek to promote the vision and goals of the organization.

Qualifications

All applicants for Zion Fellowship's credentials must meet the Scriptural qualifications for ministers as set forth in Scripture in 1 Timothy 3:1-7 and Titus 1:6-10.

Qualifications for Ministers:

1. Blameless
2. The husband of one wife (not divorced and remarried)
3. Vigilant (circumspect)
4. Sober (temperate)
5. Of good behavior
6. Given to hospitality
7. Able to teach
8. Not given to wine
9. No striker (not violent but gentle)
10. Not greedy of filthy lucre (not having the love of money)
11. Patient
12. Not a brawler (peaceable, not quarrelsome)
13. Not covetous
14. Rules his own house well
15. His children obey him with respect
16. Not a novice (a new convert)
17. Have a good report of those outside of church
18. Not self-willed
19. Not soon angry
20. Just
21. Holy
22. Holding fast the faithful word

Requirements

Before applicants can receive their desired credentials, they must meet all of the qualifications for credentials and complete the application. It is expected that Zion Fellowship credential holders will uphold Zion's statement of faith at all times and continue to meet the qualifications for ministry. By signing the application, credential holders agree to submit to the authority and requirements of Zion Fellowship.

Requirements for Receiving Credentials from Zion Fellowship:

1. Applicant must be a member of a church in good standing with Zion Fellowship; must be a faithful giver of tithes and offerings to his or her local church; must

agree with Zion Fellowship's Statement of Faith; must have his or her home in order; and must display an exemplary lifestyle worthy of the ministry.

2. Applicant must be at least 21 years of age.
3. Each candidate for credentials must have the necessary experience and qualifications, and shall have demonstrated his or her ability to function as a minister of the Gospel.
4. No minister shall receive Ordination until he or she shall have been engaged in the active work of the ministry of the Word.
5. Each Applicant must make himself or herself available for questioning at any time by the President and the Board of Trustees of Zion Fellowship.
6. Each Applicant must complete an application, which must be accompanied by three (3) reference letters, at least one (1) of which must be from the overseeing pastor or minister.
7. Applicants and their spouses must not be divorced and remarried (1 Timothy 3:1-2). Applicants and their spouses must be married to their original spouse, without any marriages in between, unless their first spouse passed away before they remarried (Romans 7:1-3).

** There will be no exceptions to the above requirements, unless a waiver is granted by the President of Zion Fellowship. The final decision for credentials is made by the President of Zion Fellowship.*

Duration & Renewal of Credentials

Ministerial Credentials are valid for one (1) year unless extended at the discretion of Zion Fellowship. Credentials expire every year on December 31 and the expiration date is shown on the annual credential card.

Credential holders are required to renew their credentials at the end of every year, and pay the \$25.00 annual renewal fee. The renewal can be completed online at <http://zfi.memberlodge.org/>. The credential and affiliation coordinator contacts credential holders for renewals later in the year.

Termination of Credentials by Credential Holder

Credential holders may terminate their credentials with Zion Fellowship at any time they so desire. They are under no legal obligation to complete the duration of the credentials. However, intent to terminate credentials must be made in writing to the President of Zion Fellowship.

Litigation Against Credential Holders

Credential holders are required to notify Zion Fellowship in writing if they are indicted or convicted of any wrongdoing or if they have any lawsuits filed against them or their

organization. By signing the Application, credential holders agree to be personally responsible for their own actions and agree to hold harmless and indemnify Zion Fellowship from and against any legal liability.

Complaints Against Credential Holders

Complaints against Zion Fellowship credential holders can be made in writing to Zion Fellowship. The Board of Trustees will determine the appropriate action that should be taken, if any, under the circumstances. By the same token, commendations of credential holders are also welcomed.

Revocation of Credentials

Credentials can be revoked by Zion Fellowship at any time for any reason. By signing the Application, credential holders agree to this stipulation without any legal recourse against Zion Fellowship. However, credentials are only revoked when Zion Fellowship believes that the circumstances warrant revocation and that it is in the best interest of both the credential holder and the organization to do so.

Revision of Credential Holder List

Zion Fellowship shall be authorized to revise the list of credential holders, and to remove a credential holder from that list under the following circumstances.

1. The credential holder has issued a letter requesting for a transfer to another fellowship or the credential holder has voluntarily terminated his or her status.
2. The credential holder has passed away.
3. The status of the credential holder has been revoked in accordance with the provisions in this handbook.
4. A year has lapsed since the credential holder's status was due for renewal and he or she has either failed to respond to reminders to do so or failed to give to Zion Fellowship a valid reason for the late renewal.

Legal Obligations

Zion Fellowship credential holders and affiliated churches are obligated to adhere strictly to all state and federal laws. As Paul states in 1 Timothy 3:7, ministers must have “*a good report of them which are without; lest he fall into reproach and the snare of the devil.*”

As 1 Peter 2:13-15 clearly states, believers, and especially ministers and churches, are instructed to submit to the laws of the land. “*Submit yourselves to every ordinance of*

man for the Lord's sake: whether it be to the king, as supreme; Or unto governors, as unto them that are sent by him for the punishment of evildoers, and for the praise of them that do well. For so is the will of God, that with well doing ye may put to silence the ignorance of foolish men."

Credential holders are expected to pay all federal and state income taxes that are applicable. Ordained and Licensed ministers have the option of filing for an exemption from social security tax if they make a timely filing of federal form 4361.

Credential holders must contact a professional attorney to incorporate the church or ministry and a Certified Public Accountant to handle financial issues.

Conflict Resolution

Credential holders and Zion Fellowship agree that where there is a legal dispute with the fellowship, every reasonable effort will be made to resolve the conflict within the Body of Christ through Biblical mediation or arbitration, rather than going to civil court (1 Cor. 6:1-8).

If there is a legal dispute between a credential holder and Zion Fellowship that cannot be resolved internally through the steps given above, Zion Fellowship and the credential holder will obey God's command not to go into the civil court (1 Cor. 6:1-8). Instead, we will submit the matter to mediation and, if necessary, legally binding arbitration, in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation, a division of Peacemaker Ministries (www.Peacemaker.net).

Part 3

CHURCH AFFILIATION

Church Affiliation

Zion Fellowship offers affiliation to churches and ministries that have the same vision and want to affiliate with Zion Fellowship to pursue that common vision. By becoming affiliated with Zion Fellowship, a church brings itself and its members under the spiritual covering of Zion Fellowship. The spiritual covering and mantle of a church is very important.

Zion Fellowship embraces the message and vision of Mount Zion, as set forth in Scripture and described in the Message from the President. In order for a church or ministry to be affiliated with Zion Fellowship, they must have this same vision and be actively pursuing it.

Zion Fellowship is not a denomination, in the traditional sense of the word. Zion Fellowship does not confer federal tax-exempt status (501.c.3) to its affiliated churches. Churches are required to obtain their own tax-exempt number. Zion Fellowship also does not confer corporate status. Churches are required to form their own incorporation.

Zion Fellowship does not require churches to pay a percentage of their annual income to the fellowship, as many denominations require, but merely a small affiliation renewal fee to cover administrative costs. Zion Fellowship also does not seek to own the church's property or assets. Those belong entirely to the church.

Affiliated churches must submit themselves to Zion Fellowship and abide by its standards in order to maintain affiliation, but for the most part, they are free to govern their own affairs. We want our affiliated churches to be autonomous, self-governing, and self-supporting.

Zion Fellowship will only step in when there are serious issues to resolve, namely, the appointment or removal of the senior pastor. By signing the church affiliation application, churches agree to assign to Zion Fellowship the power to appoint and remove the senior pastor of the church. Affiliated churches are free to appoint the other officers and leaders of the church.

Benefits and Mutual Obligations

Zion Fellowship has a strong commitment to its affiliated churches. Being a Zion Fellowship affiliated church has many benefits. Churches become part of a global organization and receive spiritual direction, counsel, and teaching. The importance of receiving good counsel from others is clearly seen in Proverbs 11:14: *"Where no counsel is, the people fall: but in the multitude of counsellors there is safety."* Zion Fellowship leaders are available upon request to counsel church leaders and pray with them.

Zion Fellowship provides forums worldwide for churches to receive fresh teaching and direction and enjoy fellowship with other churches and ministries. In the United States, pastors' conferences are held twice a year, in April and September, at Zion Fellowship's International Headquarters in Waverly, New York. Leadership seminars and conferences are also held in other countries on a regular basis.

As another benefit of affiliation, when Zion Fellowship gets inquiries about churches in various locations, we will recommend your church to those inquiring from your surrounding area.

Application Process

In order for a church to become affiliated with Zion Fellowship, churches must complete the Application and submit it to Zion Fellowship with the \$100.00 non-refundable, application fee. Churches will be notified in writing if their application has been approved. If accepted, the applying church will receive a Certificate of Affiliation.

Fees & Dues

There is a \$100.00 non-refundable application fee. The yearly renewal fee for affiliated churches is \$50.00. Affiliated churches are welcome to make donations to Zion Fellowship, but are under no obligation to do so.

Requirements & Legal Obligations

Before churches can receive affiliation status with Zion Fellowship, they must meet all of the requirements for affiliation. Churches must already be incorporated or be pursuing incorporation. Zion Fellowship does not confer federal tax-exempt status (501.c.3) to its affiliated churches. Churches are required to obtain their own tax-exempt number. Affiliated churches must meet all the other requirements for churches in their state or country. This includes, but is not limited to, the following:

1. Incorporation of church or ministry (Articles of Incorporation and Bylaws)
2. A state tax identification number (if required in your state)
3. Federal employer identification number (FEIN)
4. Federal tax exempt status 501 (c) (3)
5. Obtaining any necessary state or city business licenses
6. File a yearly 990 form with the IRS where applicable

For churches outside of the United States, please include the government documents that are required in your country for church/ministry incorporations.

Affiliated churches are expected to contact professional help in legal, financial and tax-related matters to assist them comply with applicable regulations.

Affiliated churches must present Zion Fellowship with typed financial reports if requested.

At the time of the publication of this handbook, federal law does not require churches to file any annual reports. Ministries, however, which bring in more than \$25,000.00 annual gross income must file federal form 990. Churches and ministries having an income greater than \$1,000.00 from a trade or business unrelated to their exempt purpose must

file federal form 990-T. Church incorporations also must file a yearly corporate report with their state incorporation commission.

There are also public disclosure regulations. All churches and ministries that have obtained 501.c.3 status (tax-exempt status) are required by law to make public to anyone who requests to view their 1023 application for tax-exempt status and any correspondence between the church or ministry and the IRS regarding the application. Ministries are also required to make public upon request their 990 forms for the last three (3) years.

Affiliated churches are expected to contact professional legal counsel to assist them in these matters. It is also expected that churches and ministries obtain proper liability insurance. It is recommended that churches and ministries purchase Directors, Officers, and Trustees (DOT) insurance in addition to the standard liability packages to protect the ministers in event of lawsuits. Contact a reputable insurance agency for more details regarding liability insurance.

Affiliated churches are obligated to properly represent Zion Fellowship at all times and seek to promote the vision and goals of the organization.

Church Employees

Affiliated churches are required to withhold taxes from the salaries of all church employees, including church pastors. Anyone who works for the church on a regular basis is considered an employee, not self-employed. Therefore, federal law requires that the church withhold taxes and pay employee tax. Pastors should not be considered self-employed. Please consult a Certified Public Accountant regarding this matter.

Background Checks

We strongly encourage affiliated churches to screen and perform background checks, at the very minimum, on all church employees, including the pastoral staff, and on everyone who works with children under the age of 18 (including Sunday school teachers), people over the age of 62, and handicapped people. It is recommended that you perform background checks on anyone in a leadership position, including Sunday school teachers, elders, and deacons. Background checks should be done through Pinkerton's Agency.

This is a measure to protect the church and its ministers and workers against litigation, not to hurt them or embarrass them. If accusations are made against any church worker and the church has not performed a background check, a court of law is likely to hold the church accountable for negligence for failing to perform background checks.

Children and Youth Ministries

Churches are strongly urged to have proper adult supervision of all children and youth ministries and activities. It is recommended that an adult never be alone with children in

a room that does not have windows and that cannot be easily seen by others. It is recommended that there be at least two adults with children under the age of 18 at all time for all church activities, including Sunday school and youth groups. Church workers should never place themselves or be placed in a situation where they could be easily accused of wrongdoing.

It is recommended that churches have written policies in place for all children activities and for handling allegations against church workers. The reason for this is to protect church workers from accusations of wrongdoing and from liability in the event of a lawsuit. The church should do everything within its power to protect its workers and the reputation of the church.

Duration & Renewal of Affiliation

The Certificate of Affiliation with Zion Fellowship is valid for one (1) year unless extended at the discretion of Zion Fellowship. Certificates of Affiliation expire every year on December 31. Affiliated churches are required to renew their certificate of affiliation at the end of every year, and pay the \$50.00 annual renewal fee.

Termination of Affiliation

Affiliated churches may terminate their affiliation with Zion Fellowship at any time they so desire. They are under no legal obligation to complete the duration of the certificate of affiliation. However, intent to terminate affiliation must be made in writing to the President of Zion Fellowship.

Litigation Against Affiliated Churches

Affiliated churches are required to notify Zion Fellowship in writing if they are indicted or convicted of any wrongdoing or if they have any lawsuits filed against them. By signing the Application, affiliated churches agree to be responsible for their own actions and agree to hold harmless and indemnify Zion Fellowship from and against any legal liability.

Complaints Against Affiliated Churches

Complaints against churches affiliated with Zion Fellowship can be made in writing to Zion Fellowship. The Board of Trustees will determine the appropriate action that should be taken, if any, under the circumstances. By the same token, commendations of affiliated churches are also welcomed.

Revocation of Affiliation

The affiliation status of an affiliated church can be revoked by Zion Fellowship at any time for any reason. By signing the application, affiliated churches agree to this stipulation without any legal recourse against Zion Fellowship. However, affiliation status

is only revoked when Zion Fellowship believes that the circumstances warrant revocation and that it is in the best interest of both the affiliated church and the organization to do so.

Revision of Church Affiliation List

Zion Fellowship shall be authorized to revise the list of affiliated churches, and to remove an affiliated church from that list under the following circumstances.

1. The affiliated church has issued a letter requesting for a transfer to another fellowship or the affiliated church has voluntarily terminated its status.\
2. The affiliated church has ceased to exist.
3. The status of the affiliated church has been revoked in accordance with the provisions in this handbook.

A year has lapsed since the affiliated church's status was due for renewal and it has either failed to respond to reminders to do so, or failed to give to Zion Fellowship a valid reason for the late renewal.

Conflict Resolution

Affiliated churches, their leadership, and Zion Fellowship agree that where there is a legal dispute with the fellowship or amongst churches, every reasonable effort will be made to resolve the conflict within the Body of Christ through Biblical mediation or arbitration, rather than going to civil court (1 Cor. 6:1-8).

If there is a legal dispute between an affiliated church and Zion Fellowship that cannot be resolved internally through the steps given above, Zion Fellowship and the affiliated church will obey God's command not to go into the civil court (1 Cor. 6:1-8). Instead, we will submit the matter to mediation and, if necessary, legally binding arbitration, in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation, a division of Peacemaker Ministries (www.Peacemaker.net).

"Some of the language in this handbook has been adapted from *The Peacemaker Church*. Used by permission of Peacemaker® Ministries (www.PeacemakerChurch.net)."

Part 4

STATEMENT OF FAITH

Statement of Faith

Zion Fellowship accepts the Scriptures as the revealed Will of God, the all sufficient rule of faith and practice, and for the purpose of maintaining general unity, adopts the following fundamental tenets of faith:

1. We believe there is one God, eternally existent in three persons: Father, Son and Holy Spirit, who is the Maker and Preserver of all things visible and invisible.
2. We believe in the deity of the Lord Jesus Christ: that Jesus existed eternally with the Father, became Man by the miracle of the incarnation, in no degree ceasing to be God. He is co-Creator of the world and man, the only Savior, and coming Judge.
3. We believe the whole canon of Scripture (both Old and New Testaments), as originally given, to be the inspired and authoritative Word of God, of supreme and final authority in all that it teaches and declares.
4. We believe that all men are lost apart from the saving grace of our Lord Jesus Christ; that sin is cleansed only through personal repentance and faith in the precious blood of the Lord Jesus Christ; that water baptism by immersion should follow receiving Christ as Lord and Savior.
5. We believe that God is well able to preserve us and keep us from falling and to present us faultless before the presence of His glory. However, we can still choose our ways rather than God's and reject the grace of God, losing our eternal salvation. We must continue to walk in the truth.
6. We believe that the redemptive work of Christ on the cross provides healing for the body as well as for the mind, soul, and spirit of man. Christ has an answer for every problem of man, physical or spiritual.
7. We believe that miracles and the gifts of the Spirit are available to the Church today for the edifying and perfecting of its members.
8. We believe that God will visit His Church in the last days and bring multitudes into the Kingdom, preparing us for Christ's Second Coming.
9. We believe that the baptism of the Holy Spirit, as evidenced by speaking in other tongues according to Acts 2:4, is promised to all who desire it, ask for it, and obey God.
10. We believe that everyone will be resurrected (saved and unsaved) and will give an account to the great Judge, whose judgment is final and eternal.
11. We believe that the term "marriage" has only one meaning and that is marriage as a holy institution set forth by God in His Word. Marriage is a covenant relationship between one man and one woman in a single, exclusive union for life, and it is to be a representation of the relationship between Christ and His

Church. Any other definition of marriage is contrary to Scripture and to the will of God (Gen. 1:27; Heb. 13:4).

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 biological sex or to otherwise act upon any disagreement with one's biological sex, is sinful and offensive to God.

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 accordance with Scripture nor the doctrines of the Church.

We believe that marriage is a covenant relationship established by God. We believe that whether the parties are saved or unsaved at the time of marriage, the only situation where it is right to remarry is when one's former spouse has passed away (Rom. 7:2-3). In all other situations, divorce and remarriage to another person is contrary to God's will and purposes.

12. We believe that man should live according to the moral standards set forth in Scripture. This includes: living a holy life; being full of love, joy, peace, longsuffering, gentleness, goodness, faith, meekness, and temperance (Gal. 5:22-23). Therefore, we are opposed to: adultery, fornication, uncleanness (including sodomy, lesbianism, bisexuality, bestiality, incest, pornography, and other forms of moral impurity), lasciviousness, idolatry, witchcraft, hatred, variance, emulations, wrath, strife, seditions, heresies, envyings, murders (including abortion and euthanasia), drunkenness, and revellings (Gal. 5: 19-21; 2 Tim. 3:1-6).
13. We believe that God has ordained and created all authority consisting of three basic institutions: 1) the home; 2) the Church; 3) the state. Every person is subject to these authorities, but all (including the authorities themselves) are answerable to God and are governed by His Word.
14. We believe that every Christian, as a steward of the portion of God's wealth entrusted to him, is obligated to support his local church financially. We believe that God has established the tithe as a basis for giving, but that every Christian should also give other offerings sacrificially and cheerfully for the support of the Church, the relief of those in need, and the spread of the Gospel. We believe that a person has no right to direct the use of the tithe or offering once the gift has been given.

15. We believe that God desires to plant an onward vision within His people, giving us focus and purpose in life. Our vision is reflected in our name – Zion. In the Bible, God spoke of Zion as His dwelling place (Ps. 132:13; Ps 87:2). Therefore, going beyond having right doctrine, an upright life, ministry or good works, our ultimate goal is to have a wholehearted desire and love for the Lord. This will cause us to desire to seek Him, to behold His beauty, to learn to make His presence our home, to win Him and delight His heart (Ps. 24; Ps. 15; Rev.14:1-5, Ps. 27:4, Phil. 3:8).

The vision of Zion is also a progressive vision -- having an ever-increasing relationship with Christ, our Heavenly Bridegroom (Heb. 12:22). As we learn to make Christ our one and only desire, and obey Him in all things (Ps. 40:8), He changes us in our spiritual journey so that we qualify to dwell with Him in spiritual Zion.

16. 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.

OTHER MATTERS RELATED TO THE STATEMENT OF FAITH

1. For the purposes of church doctrine, practice, policy, and discipline, our Board of Trustees is the fellowship's final interpretive authority on the Bible's meaning and application.
2. We believe that in order to preserve the function and integrity of Zion Fellowship as the Body of Christ, and to provide a Biblical role model to the church members and the community, it is imperative that: members of Zion Fellowship, those employed by Zion Fellowship in any capacity, and who serve as volunteers, should abide by and agree to our statement of faith and conduct themselves accordingly.

In particular, Zion Fellowship pastors shall not solemnize any marriages that are contrary to our Statement of Faith.

3. We believe that in order to preserve the function and integrity of Zion Fellowship as the Body of Christ, and to provide a Biblical role model to the church members and the community, it is imperative that: Zion Fellowship's facilities or assets may not be used to condone or allow any activity that is contrary to Scripture or our Statement of Faith.

Part 5

CHURCH LIABILITY ISSUES

Church Liability Issues

Leaders of churches and religious ministries should have a basic knowledge of sources of liability commonly faced by non-profit organizations. Following is a general summary of the law concerning common areas of liability. (For the purposes of this discussion, the word, “church”, includes churches and religious ministries.)

I. “STRICT LIABILITY” FOR ACTS OF EMPLOYEES OR VOLUNTEERS

Your organization may be found liable for harm experienced by third parties and resulting from the actions of your organization’s employees or volunteers, even if the organization has taken reasonable measures to avoid harm to third parties. This type of liability is called “strict liability”, meaning that it is automatic and does not require the “negligence” of the organization (discussed under section II).

In order for your organization to be found strictly liable in this context, the injury or harm must have been caused by the actions of the employee, and the employee must have been acting within the “scope of his employment”. This means that the employee’s actions were the type of actions which the employee was employed to perform or that the actions were motivated by the desire to serve or benefit the employer.

For example, a church youth worker driving a church bus on a youth function is probably working within the scope of his employment, and therefore the church will be liable for harm to youth in the bus or drivers of other automobiles if the youth worker crashes the bus. The same employee is probably not working within the scope of his employment when sexually abusing a member of the youth, since doing so could never be the type of action for which the employee was employed and could not have been motivated by a desire to serve or benefit the employer. Thus, the church would not be “strictly liable”. (However, the church could certainly be liable for negligence, discussed below.)

Volunteers are also a source of potential liability when acting on behalf of the church or when exercising the church’s authority. Thus, misconduct by church volunteer youth and children’s workers obviously represents a significant source of potential liability for churches.

In order to lessen the risk of liability to third parties as a result of the actions of employees and volunteers, the church should carefully screen applicants for employment and volunteer positions. Churches should request that applicants provide at least three references and should contact all three references. It is also a good idea to conduct criminal background checks on all applicants for employment, and on all applicants for volunteer positions involving exposure to youth, children, or the elderly.

You should also make sure that your church is incorporated and in good standing with your state. If the church is not incorporated or is not in good standing with its state, the church officers, trustees/ directors, or members may be sued personally for the actions of employees or volunteers causing harm to third persons. However, if the church is incorporated and in good standing, the corporation itself—not individual persons associated with it—would be subject to most lawsuits that might arise.

II. NEGLIGENCE LIABILITY FOR ACTS OF EMPLOYEES OR VOLUNTEERS

Negligence liability is the most common type of liability. Negligence is failure to exercise “reasonable care” to avoid harm to another person to whom a “duty of care” is owed.

Reasonable care is the kind of care that an ordinarily prudent person would offer. A duty of care is a duty owed to protect or defend someone in your care or custody. Churches owe a duty of care to their members during church services and church-sponsored events. Thus, churches must take reasonable measures to protect and defend their guests and members during all church events.

Negligent hiring and negligent supervision are the two most common types of negligence in the church setting. Negligent hiring is failure to exercise reasonable care in the hiring process. In order to avoid liability based upon negligent hiring, a church should thoroughly investigate its applicants before hiring. Specifically, as noted above, the church should request references and then contact each one to determine the references’ opinions of the applicant. The church should also conduct criminal background checks through the state bureau of investigations or a reputable private agency, such as the Pinkerton’s Detective Agency.

Negligent supervision is failure to exercise reasonable care to control the actions of an employee (whether or not such actions are within the scope of employment). For example, a church may be liable for negligence as a result of an employee’s abuse of a member of the youth group or a child in Sunday school, even though such abuse would probably not be considered within the scope of the employee’s duties.

In order to avoid liability for negligent supervision, churches should monitor the actions of their employees closely. A “hands-on” management style is advisable. Churches should train employees regarding proper behaviors—not just assume that the employee will innately understand how to act. For example, children’s and youth workers should be instructed that a worker should never be left alone with an individual child or youth, and children’s workers should be instructed in safety measures to protect against kidnapping of babies from the church nursery. Helpful training programs are frequently offered by state agencies, such as the departments of health or child welfare, by non-profit organizations, such as the Red Cross, or by private security corporations, such as Pinkerton’s.

Churches should also be willing to terminate or reassign employees showing dangerous tendencies or bad judgment.

III. NEGLIGENCE LIABILITY FOR ON-PREMISES ACCIDENTS

Because churches owe a duty of care to members and guests invited onto church premises, your church may be subject to liability for failure to exercise reasonable care to protect members and guests from accidents at the church facilities.

The most common type of premises liability is the “slip and fall” accident, in which a member or guest slips or falls on a wet floor, icy surface, cracked sidewalk, uneven stairway, or open hole. To avoid this type of liability, churches should use bright and noticeable “SLIPPERY FLOOR” signs; salt or sand icy or slick surfaces; install hand rails on all stairways; level cracked sidewalks and uneven stairways; cover or fill holes; and offer assistance (including wheelchair assistance) to unstable or elderly members or guests that may be likely to slip and fall on dangerous surfaces.

A church may also be found liable for an accident resulting from a member or guest’s exposure to chemicals, equipment, or machinery left unattended on church premises. To avoid this scenario, the church should appropriately mark and carefully lock up chemicals, equipment, and machinery in storage closets, sheds, or behind fences.

Premises liability comes in many other forms too numerous to list. To best deal with unexpected sources of premises liability, church officials should routinely inspect their property in search of potential hazards to church members and guests. It is also a good idea to take advantage of safety reviews offered by many insurance companies to highlight safety risks on church premises.

Note that churches with workers compensation insurance generally are not subject to lawsuits by employees injured on the job. Almost invariably, employees injured on the job are entitled to recover compensation only from the workers compensation insurance fund—not by suing the employer directly. Churches are generally not exempted from the duty to maintain workers compensation insurance. To determine whether your church is required to maintain such insurance, contact your state’s workers compensation office.

IV. DEFAMATION

Pastors sometimes feel compelled to inform the church congregation of the reason that a member of the church staff or membership has been discharged or removed from membership status. Such practices should be generally be avoided, in order to avoid liability for defamation.

Defamation refers to a publicized statement about another individual which (1) exposes the individual to ridicule, scorn, or contempt, (2) is communicated to a third party, and (3) causes harm to the individual. For example, a church pastor may be found liable for defamation for announcing that an individual has been removed from the membership roles for being engaged in adultery. Defamation in written form is referred to as libel, while defamation in oral form is referred to as slander.

Truth is generally a defense to a defamation claim. Thus, it would generally be permissible for a pastor to inform the congregation of the removal of the member for having an adulterous relationship—as long as the pastor’s statement contained only

factual statements and not conjectures about the nature or extent of the behavior. However, church leaders should remain cautious about making even truthful disclosures in meetings attended by any non-members. Some state courts have found church leaders liable for defamation for truthful statements made to non-members. According to these courts, making truthful yet damaging statements to non-members represents a violation of the privacy rights of the individual about whom the statements were made.

Church leaders should also be aware that the law is generally more lenient in its treatment of statements made about public figures. Damaging publicized statements about public figures usually do not expose the speaker to liability, even if the statements are untrue, as long as the statements are not made with “malice”. A statement is made with malice if it is made with actual knowledge that the statement is false or with reckless disregard for its truth.

V. COUNSELING LIABILITY

In the last several years, “negligent counseling” has been added to the legal vocabulary to describe the failure of a counselor to exercise reasonable care to protect his or her counselee. For example, the family of a counselee may sue the counselor for negligence for failure to prevent the counselee’s suicide. This kind of liability is rare, but should nevertheless be kept in mind.

To lessen potential exposure to liability for negligent counseling, pastors and church staff should take the following measures. First, refer to their counseling as “spiritual counseling”. Second, focus on the spiritual needs of counselees, and attempt to address these needs through prayer, scripture, and other means addressing the individual’s walk with God. Third, refer individuals to professional counselors for problems involving violent or suicidal tendencies, severe depression, sexual deviancy, or other serious problems. Fourth, immediately inform legal authorities of any counselee’s admission of the intent to commit suicide or a crime involving violence.

These measures help to avoid the formation of a “duty of care” on the part of the counselor to protect the counselee from harm. Of course, the best means of protecting a church from losses related to counseling liability is purchasing liability insurance including coverage for counseling-related lawsuits.

VI. FAILURE TO REPORT CHILD ABUSE

All fifty states have enacted child abuse reporting statutes requiring individuals aware of child abuse to report it. Although the specific requirements of the laws vary from state to state, they generally require any person having a “reasonable belief” that child abuse has occurred to report the abuse. Child abuse is usually defined broadly to include physical abuse or sexual abuse.

Ministers are almost never exempted from the reporting requirement. Thus, a minister who learns about ongoing child abuse or who has a reasonable belief that abuse is ongoing, must generally report the abuse to state authorities. The reporting requirement

may usually be met by telephoning the police, the department of human services, or the department of child welfare. Typically, reports may be made anonymously.

Sometimes pastors will choose not to report, even though the state statute may require reporting. For example, the pastor may want to avoid the removal of the child from the home (which frequently occurs in response to report of child abuse). Pastors choosing not to report should be aware that the penalty for failure to report ranges from misdemeanor criminal liability to civil fines.

It is also important to note that state laws generally provide civil immunity to individuals making a good faith report. Thus, families implicated by a false report are not entitled to sue the person making the report, unless the report was made in bad faith or with reckless disregard for the truth.

VII. EMPLOYEE DISCRIMINATION LAWSUITS

As discussed under sections I and II above, the actions of employees are frequently the source of lawsuits from third parties against churches. However, employees are often the source of another kind of liability—suits against the church by the employees, themselves.

Churches should be aware that a host of federal and state laws regulate an employer's actions toward applicants for employment and toward employees. Following is a brief description of the most important federal laws (most states have equivalent state versions).

Title VII of the Civil Rights Act of 1964 prohibits discrimination against applicants for employment and employees on the basis of race, color, sex, religion, or national origin. The statute applies to employers having 15 or more employees. However, churches are permitted to discriminate on the basis of religion. In other words, at least under the federal law, churches are permitted to refuse to hire applicants who do not share the church's religious beliefs or to fire employees for violating the church's religious tenets.

The Age Discrimination in Employment Act applies to employers having 20 or more employees and prohibits discrimination against applicants or employees on the basis of their being over the age of 40. Thus, a church should not fire or refuse to hire someone for being "too old". Of course, if the applicant or employee is not able to perform the essential functions of the job (i.e., an aged youth minister is not able to participate in or attend outdoor youth activities), the church may choose to refuse to hire the applicant or reassign or even terminate the employee.

The Americans with Disabilities Act applies to employers with 15 or more employees and prohibits discrimination against applicants or employees on the basis of a physical or mental disability affecting a major life activity. In addition to prohibiting discrimination against disabled applicants and employees because of their disability, this legislation requires churches to make "reasonable accommodation" of the applicant's or employee's disability. This means that the employer must modify the conditions of the application process or the job itself in a reasonable manner to allow the applicant or employee to perform the essential functions of the job. For example, the employer may

be required to alter its office layout to allow easy access by a wheelchair-bound church secretary. Or, a church may be required to provide a large computer monitor to assist a visually impaired office worker to read his or her computer screen.

Churches are not required to make reasonable accommodations that constitute an “undue hardship”. Churches are also permitted to discriminate on the basis of a disability if the applicant or employee is not able—after reasonable accommodation—to perform the essential functions of the job. Thus, churches should write and keep on file job descriptions for each position, specifically stating the essential functions of each job.

The Family and Medical Leave Act requires employers to provide certain employees with up to twelve weeks of unpaid leave for the birth or adoption of a child or to receive treatment for a serious medical condition. Since this law applies only to employers having 50 or more employees, most churches are not bound by its complex requirements.

It is important to recall that your particular state may have laws in place which are more strict or which apply to more employers than do these federal statutes.

VIII. SUMMARY

Obviously, this discussion of liability issues is brief and does not touch on many common sources of liability, such as breach of contract and failure to comply with state and federal tax laws. This discussion is general only, and does not serve as a substitute for good legal advice regarding these issues from a competent attorney. Your church should develop a relationship with a competent legal advisor and should consult that advisor frequently in order to avoid costly legal trouble.

Your organization should also develop a relationship with a competent accountant, as well as an insurance agent. Your accountant should be able to assist you with questions regarding state and federal tax laws and should assist you in complying with such laws. Your insurance agent provides your church with the best and last defense from liability—an insurance policy with broad coverages and high liability limits.

Part 6

AIDS FOR CREDENTIAL HOLDERS & AFFILIATED CHURCHES

Credentials Website

We encourage you to familiarize yourselves with the Zion Fellowship credentials website at . Here, you will be able to renew your credentials and make donations to Zion Fellowship. You will also be able to gain access to:

- Contact information for credentials members and affiliated churches,
- The Zion Fellowship Statement of Faith,
- Information on Pastors' Conventions,
- Forms related to credentials.

Minutes

Minutes should be written to memorialize the decisions made at annual and special meetings of the Board of Trustees of the ministry corporation. At minimum, minutes should record:

1. Date of the meeting
2. Attendees at the meeting
3. That the meeting was properly called and notice properly given (unless all attendees with the right to vote waive notice)
4. Official matters discussed
5. Decisions made
6. Signed and dated by corporate secretary

Meetings should be held and minutes recorded for the following decisions (unless the bylaws allow for the President or some other single individual to make such decision on his or her own):

1. Setting of salaries for officers and other key employees
2. Setting of housing allowance for any employee
3. Borrowing money
4. Purchasing real estate
5. Electing officers or trustees
6. Removing officers or trustees
7. Dissolving the corporation

Bylaws

Every ministry or church should not only incorporate and have their Articles of Incorporation, but they need to have a set of adopted Bylaws that govern the actions of the ministry or church. The importance of having proper Bylaws cannot be overemphasized.

Bylaws should contain clauses addressing the following 17 issues:

1. Procedures for election of trustees (including minimum number of Trustees of the corporation)
2. Length of the term of office for Trustees
3. Annual meeting requirement for Trustees
4. Procedure for notifying Trustees of the date and time of the meeting
5. Voting power of Trustees (ie, quorum and minimum percentage of votes for a binding decision)
6. Procedures for replacement and removal of Trustees
7. Trustee compensation (ie, no compensation for service as a Trustee)
8. Procedures for election of officers
9. Length of term of office for officers
10. Procedures for replacement and removal of officers
11. Powers of officers
12. Fiscal year
13. Dissolution (including distribution of remaining assets to other exempt organizations)
14. Prohibition on private inurement
15. Requirement that officers and trustees disclose potential conflicts of interest provision
16. Amendment provisions
17. Adoption of Statement of Faith of Zion Fellowship (see Part 5 of this Handbook). Changes should be made to replace the term “Zion Fellowship” with the name of your church, where appropriate. These provisions have been designed to reflect our common beliefs and also to help protect the church in a rapidly changing legal climate.

The regulatory requirements that impact the content of bylaws may differ in each country and state. Again, we strongly encourage your church to seek your own professional legal and financial help to assist you in such matters.

Waivers

Inserted after this section are several waivers that can be used in a variety of circumstances. The purpose behind these waivers is to protect your ministry from liability and lawsuits. We recommend that you implement them in your church or ministry.

Sexual Harassment Policy

Zion Fellowship has a Sexual Harassment policy that all employees must sign and abide by. Affiliated churches are required to implement a similar policy in their church. Affiliated churches are free to copy and use Zion Fellowship’s Sexual Harassment policy that is included after the waivers.

We have now inserted several pages of sample waivers, and other forms.

**RELEASE OF CLAIMS, HOLD HARMLESS
AND AUTHORIZATION FOR EMERGENCY
MEDICAL OR DENTAL CARE FOR A VOLUNTEER**

This Release and Consent is entered into on this _____ day of _____,
_____, by _____ (“Volunteer”), an individual providing
volunteer services to ZION FELLOWSHIP, INC.

1. Volunteer warrants and agrees that he/she understands the terms of this Release and Consent and has executed this document by his/her own free will.
2. Volunteer acknowledges that Volunteer provides volunteer services for ZION FELLOWSHIP, INC. and participates in activities and events conducted by ZION FELLOWSHIP, INC., its trustees/ directors, officers, employees, and agents (hereinafter collectively referred to as “Church”).
3. Volunteer releases and agrees to hold Church harmless from all liability for harm to Volunteer or Volunteer’s personal property, resulting directly or indirectly from Volunteer’s participation in Church activities and events. Volunteer personally assumes all risks and liabilities in connection with Volunteer’s participation in Church activities and events and agrees to indemnify Church against any liability which might be assessed against it as a direct or indirect result of Volunteer’s participation in Church activities and events.
4. In the event that Volunteer is injured during any Church activity or event and is unable to consent to treatment, Volunteer hereby authorizes dental, medical, or surgical treatment, including but not limited to the administration of X-rays, anesthetic, anesthesia, by any licensed medical professional chosen by the Church. Volunteer understands and agrees that this consent is given to encourage the Church and the licensed medical professional physician to exercise their best judgment as to such diagnosis or medical, dental, or surgical treatment. Volunteer personally assumes the duty of payment of any physician, dentist, surgeon, hospital, clinic, or ambulance service and releases Church from any such duty of payment.
5. Volunteer understands and agrees that this Release and Consent shall remain in effect for a period of one (1) year or until Volunteer’s written revocation, whichever is first, and that Volunteer’s consent to treatment shall remain in effect until revoked orally or in writing to Church or to the licensed medical professional treating Volunteer.

Volunteer Date

Witness Date

**ADULT RELEASE OF CLAIMS AND
HOLD HARMLESS AGREEMENT**

Description of Activity: _____

I, _____, hereby affirm and agree that I am aged 18 years or older; that I am legally competent to sign this agreement and release; that I have fully informed myself of this agreement by reading it before signing; and that I have fully informed myself of the details and risks of the Activity prior to signing this release.

I agree, individually and on behalf of my heirs, to release and to hold harmless ZION FELLOWSHIP, INC., its agents, officers, trustees/ directors, and employees (collectively referred to as "the Church") from liability for my injury, death, or damage to or loss of my personal property, resulting directly or indirectly from my participation in the Activity. I personally assume all risks and liabilities in connection with my participation in the Activity and agree to indemnify the Church from any liability assessed against the Church as a direct or indirect result of my participation in the Activity. This release includes all risks and liabilities connected with the Activity, whether foreseen or unforeseen.

In the event that I am injured during the Activity, and am unable to provide consent to my medical treatment, I authorize the Church to consent on my behalf to the performance of any and all medical treatment judged necessary by the Church, until I am able to provide consent or until someone legally able to speak on my behalf is made available. I agree, individually and on behalf of my heirs, to release, indemnify, and hold the Church harmless from any liability which may be assessed against the Church as a direct or indirect result of said medical treatment. I agree to pay or arrange for payment for all costs associated with said medical treatment.

Adult

Date

Witness

Date

**MINOR'S RELEASE OF CLAIMS AND
HOLD HARMLESS AGREEMENT**

Description of Activity: _____

I, _____, hereby affirm and agree that I am the parent or legal guardian of _____, a minor ("Minor"); that I am legally competent to sign this agreement and release; that I have fully informed myself of this agreement by reading it before signing; and that I have fully informed myself of the details and risks of the Activity prior to signing this release.

I agree, individually and on behalf of Minor, to release and to hold harmless ZION FELLOWSHIP, INC., its agents, officers, trustees/ directors, and employees (collectively referred to as "the Church") from liability for Minor's injury, death, or damage to or loss of Minor's personal property, resulting directly or indirectly from his/her participation in the Activity. I personally assume all risks and liabilities in connection with Minor's participation in the Activity and agree to indemnify the Church from any liability assessed against the Church as a direct or indirect result of Minor's participation in the Activity. This release includes all risks and liabilities connected with the Activity, whether foreseen or unforeseen.

In the event that Minor is injured during the Activity, and I am unable to provide consent to his or her medical treatment, I authorize the Church to consent on my behalf to the performance of any and all medical treatment judged necessary by the Church, until I am able to provide consent or until someone legally able to speak on Minor's behalf is made available. I agree, individually and on behalf of Minor, to release, indemnify, and hold the Church harmless from any liability which may be assessed against the Church as a direct or indirect result of said medical treatment. I agree to pay or arrange for payment for all costs associated with said medical treatment.

Name

Date

Witness

Date

**RELEASE OF CLAIMS, HOLD HARMLESS
AND AUTHORIZATION FOR
EMERGENCY MEDICAL OR DENTAL CARE TO MINOR**

This Release and Consent is entered into on this _____ day of _____,
_____, by _____ (“Parent”), the parent or legal guardian of
_____ (hereinafter referred to as “Minor”).

1. Parent warrants and agrees that he/she (a) has legal custody or is the legal guardian of the minor listed above; (b) understands the terms of this Release and Consent; and (c) has signed this document by his/her own free will.
2. Parent acknowledges that Minor will, with Parent’s permission, participate in certain activities (“Church activities”) conducted by or sponsored by ZION FELLOWSHIP, INC., its trustees/ directors, officers, employees, and agents (collectively referred to as “Church”) during the duration of this agreement.
3. Parent, individually and on behalf of Minor, releases and agrees to hold Church harmless from all liability for harm to Minor or Minor’s personal property, resulting directly or indirectly from Minor’s participation in Church activities. Parent, individually and on behalf of Minor, personally assumes all risks and liabilities in connection with Minor’s participation in Church activities and agrees to indemnify Church against any liability which might be assessed against it as a direct or indirect result of Minor’s participation in Church activities.
4. In the event of Minor’s injury during any Church activity and Parent’s unavailability to authorize medical treatment, Parent authorizes dental, medical, or surgical treatment, including but not limited to the administration of X-rays, anesthetic, anesthesia, by any medical professional chosen by the Church. Parent understands and agrees that this consent is given to encourage the Church and the medical professional to exercise their best judgment as to such diagnosis or medical, dental, or surgical treatment. Parent personally assumes the duty of payment of any medical professional, hospital, clinic, or ambulance service and releases Church from any such duty of payment.
5. Parent understands and agrees that this Release and Consent shall remain in effect for a period of one (1) year or until Parent’s written revocation, whichever is first, and that Parent’s consent to treatment shall remain in effect until revoked orally or in writing to Church or to the licensed medical professional treating Minor.

Parent

Date

Witness

Date

**RELEASE OF CLAIMS, HOLD HARMLESS
AND AUTHORIZATION FOR
EMERGENCY MEDICAL OR DENTAL CARE TO ADULT**

This Release and Consent is entered into on this _____ day of _____,
_____, by _____ (“Adult”), an individual aged 18 years or
older.

Adult warrants and agrees that he/she understands the terms of this Release and Consent and
has signed this document by his/her own free will.

1. Adult acknowledges that Adult will participate in certain activities (“Church activities”) conducted by or sponsored by ZION FELLOWSHIP, INC., its trustees/ directors, officers, employees, and agents (collectively referred to as “Church”) during the duration of this agreement.
2. Adult releases and agrees to hold Church harmless from all liability for harm to Adult or Adult’s personal property, resulting directly or indirectly from Adult’s participation in Church activities. Adult, individually and on behalf of his/her heirs, personally assumes all risks and liabilities in connection with Adult’s participation in Church activities and agrees to indemnify Church against any liability which might be assessed against it as a direct or indirect result of Adult’s participation in Church activities.
3. In the event of Adult’s injury during any Church activity and inability to authorize medical treatment, Adult hereby authorizes dental, medical, or surgical treatment, including but not limited to the administration of X-rays, anesthetic, anesthesia, by any licensed medical professional chosen by the Church. Adult understands and agrees that this consent is given to encourage the Church and said licensed medical professional to exercise their best judgment as to such diagnosis or medical, dental, or surgical treatment. Adult personally assumes the duty of payment of any physician, dentist, surgeon, hospital, clinic, or ambulance service and releases Church from any such duty of payment.
4. Adult understands and agrees that this Release and Consent shall remain in effect for a period of one (1) year or until Adult’s written revocation, whichever is first, and that Adult’s consent to treatment shall remain in effect until revoked orally or in writing to Church or to the licensed medical professional treating Adult.

Adult

Date

Witness

Date

ZION FELLOWSHIP, INC. OFFICIAL POLICY REGARDING SEXUAL MISCONDUCT

It is the policy of Zion Fellowship, Inc. (the “Ministry”) that employees and volunteers of the Ministry (hereinafter referred to as “Ministry Workers”) shall maintain a strong Christian witness at all times and that Ministry Workers shall refrain from any conduct of activity which would tend to reflect negatively on the Ministry. It is also the policy of the Ministry that Ministry Workers shall comply with all federal and state laws regarding sexual harassment, improper sexual conduct toward minors, and reporting of child abuse.

The specific policies of the ministry regarding sexual misconduct by its workers are as follows:

I. Sexual Harassment

The Ministry requires all Ministry Workers to comply with all state and federal laws regarding discrimination at the Ministry’s workplace and on corporate functions. Because sexual harassment is a form of discrimination which is illegal under state and federal law, it is the official policy of the Ministry that (1) Ministry Workers shall not sexually harass other Ministry Workers; (2) Ministry Workers shall not sexually harass members of the public participating in events conducted by or sponsored by the Ministry; (3) the Ministry shall promptly and thoroughly investigate all reports of sexual harassment; and (4) the Ministry shall take whatever measures may be necessary to prevent sexual harassment.

A. WHAT IS SEXUAL HARASSMENT?

Under federal law, sexual harassment is defined as unwelcome sexual conduct (such as a sexual advance, request for sexual favors, or other verbal or physical behavior) directed to an employee at work. Sexual harassment takes place when:

1. An employee is asked or required to tolerate unwelcome sexual conduct on the job; or
2. Unwelcome sexual contact on the job is used as a basis for employment decisions affecting the employee; or
3. Unwelcome sexual conduct on the job unreasonably interferes with an employee’s work performance (or is intended to do so); or
4. Unwelcome sexual conduct on the job makes the workplace intimidating, hostile, or offensive.

Sexual conduct is “unwelcome” when the Ministry Worker who the conduct is directed toward did not initiate the conduct and considers the conduct undesirable or offensive. In other words, it may not matter whether someone *intends* to sexually harass another Ministry Worker. What matters is whether the Ministry Worker who the conduct is directed toward finds the conduct undesirable or offensive.

Examples of sexual harassment include, but are not limited to:

- Physical assault
- Direct or implied threats that a Ministry Worker’s employment, work status, promotion, or salary may change as a result of the Ministry Worker’s response to sexual advances
- Direct unwelcome requests to participate in sexual conduct or unwelcome, subtle pressure for a Ministry Worker to participate in sexual conduct

- A pattern of conduct that causes discomfort or humiliation and which includes: (1) comments or jokes of a sexual nature; (2) unnecessary touching, patting, hugging, kissing, or brushing against a person's body; (3) remarks of a sexual nature regarding a person's clothing or body; (4) remarks about sexual activity and/or previous sexual experiences.

For purposes of this policy, sexual harassment also includes (1) any unwelcome sexual advance made by any Ministry Worker toward any member of the public participating in events conducted by or sponsored by the Ministry; and (2) any sexual advance, welcome or unwelcome, made by any Ministry Worker toward any member of the public (a) participating in events conducted by or sponsored by the Ministry and (b) aged 10 years or younger.

B. WHO MAY BE A VICTIM OF SEXUAL HARASSMENT?

Anyone may be a victim of sexual harassment. The victim may be and Ministry Worker or, for the purposes of this policy, any member of the public participating in events conducted by or sponsored by the Ministry. The victim may be a man or woman, and may be the same sex as the harasser. In fact, the victim does not even need to be the person harassed, but may be anyone affected by the offensive conduct. A person who consents to sexual conduct may still be a victim of sexual harassment if the sexual advances are unwelcome.

C. WHAT ARE THE CONSEQUENCES OF SEXUAL HARASSMENT?

The Ministry will not tolerate sexual harassers or any incidents of sexual harassment. Ministry Workers, regardless of job description or length of service with the Ministry, may be reassigned, suspended, or terminated as a result of sexual harassment of other Ministry Workers or members of the public.

D. WHAT SHOULD I DO IF I AM HARASSED?

The Ministry requires any Ministry Worker who believes that he or she has been sexually harassed or who becomes aware of any event of sexual harassment as defined above to report the alleged harassment to his or her supervisor immediately. *The Ministry strictly prohibits retaliation against any individual making a report in good faith. No one will be penalized or retaliated against in any manner for reporting their belief that they are a victim of sexual harassment or that any Ministry Worker has sexually harassed a member of the public participating in events conducted by or sponsored by the Ministry.*

The report may be oral or in writing. If the alleged harasser is the Ministry Worker's supervisor or if the Ministry Worker does not feel comfortable reporting the alleged harassment to his or her direct supervisor, the Ministry Worker must report the alleged harassment to the supervisor's supervisor or to the president of the corporation.

Reports regarding sexual harassment will be kept confidential from personnel who are not involved in the alleged harassment or in the investigation of the alleged harassment.

E. WHAT WILL THE MINISTRY DO FOLLOWING A REPORT?

Upon notice of an alleged act of sexual harassment, the Ministry shall conduct a fair and impartial investigation. Both the alleged victim and the alleged offender will be asked to describe their view of the facts. The alleged offender, however, shall not otherwise participate in the investigation. Testimony may be taken from other individuals, at the Ministry's discretion.

As soon as reasonably possible following the close of the Ministry's investigation, the Ministry shall take one or more of the following actions:

1. In the event that the Ministry determines that no act of sexual harassment has occurred, the matter shall be closed.
2. In the event that the Ministry determines that an act of sexual harassment has occurred, the offending individual shall be terminated or placed on probation.
3. In the event that the offending individual is placed on probation, the individual shall be informed of the nature of his or her offending behavior and shall be instructed that any further acts of sexual harassment will result in termination.
4. At the discretion of the Ministry, the offending individual may be temporarily suspended without pay.
5. At the discretion of the Ministry, the offending individual may be moved to a new position, in order to minimize contact with the victim.

II IMPROPER SEXUAL CONDUCT TOWARD A MINOR

As a Christian organization, and one committed to full compliance with state and federal laws pertaining to sexual misconduct, the Ministry will not tolerate any instance of improper sexual conduct toward minors by any Ministry Worker. Prohibited sexual conduct includes, but is not limited to, any touching of a minor in a sexual manner, and any comment or gesture of a sexual nature directed to a minor.

In order to facilitate the protection of minors, and to minimize instances of false or mistaken reporting, the Ministry shall undertake the following steps:

1. When possible, assign two or more Ministry Workers to supervise any group of minors. No Ministry Worker should spend time alone with any minor during Ministry sponsored activities.
2. When possible, conduct children's or youth activities in open, rather than private, settings. For example, to the extent practicable, rooms used for children's and youth activities should have glass windows or doors allowing public viewing of the room and activities taking place therein. If there is no window, to the extent practicable, activities should be conducted with the door to the room open.
3. Screen all applicants for children's or youth worker by requiring the individual to complete an application requiring references and by conducting a criminal records check.
4. Screen all applicants for children's or youth worker through one or more interview(s).
5. Prohibit any Ministry Worker from serving as a children's or youth worker until the Ministry Worker has attended the Ministry regularly for a period of at least six (6) months.
6. Promptly and thoroughly investigate any alleged incident of improper sexual conduct toward a minor involving an employee or volunteer of the Ministry or a minor under the supervision of the Ministry.

Any Ministry Worker receiving notice of any act of sexual misconduct toward a minor shall report the alleged incident to his or her supervisor immediately. If the alleged offender is the supervisor, the report shall be made to the supervisor's supervisor.

Upon notice of any alleged act of sexual misconduct toward a minor, the Ministry shall conduct a fair and impartial investigation. If possible, both the alleged victim and the alleged offender will be asked to describe their view of the facts. The alleged offender, however, shall not otherwise participate in the investigation. Testimony may be taken from other individuals, at the Ministry's discretion.

As soon as reasonably possible following the close of the Ministry's investigation, the Ministry shall take one or more of the following actions:

1. In the event that the Ministry determines that no act of sexual misconduct has occurred, the matter shall be closed.
2. In the event that the Ministry determines that an act of sexual misconduct has occurred, the offending individual shall be terminated.

Signing below verifies you have read, you understand, and you will abide by this Policy.

___ I have read this Official Policy Regarding Sexual Misconduct

___ I understand the Policy

___ I agree to abide by its terms

Ministry Worker Name

Signature

Date