

**Covenant Agreement (“Agreement”)**

**between**

\_\_\_\_\_, a \_\_\_\_\_ corporation

**(“Local Church”)**

**and**

**International Church of the Foursquare Gospel, a California nonprofit religious corporation**

**(“Foursquare”)**

**Introduction**

The above named Local Church is either (1) a corporation started by a local Foursquare church that was previously a subordinate unit under International Church of the Foursquare Gospel or (2) a church incorporated separately from International Church of the Foursquare Gospel (“Foursquare”). Understanding that each local church is an autonomous body of Christian believers that seeks to follow God’s leading in ministry and mission, this Covenant Agreement is a covenant between Local Church and International Church of the Foursquare Gospel to work together, with other Foursquare churches and with Foursquare, to develop common vision and values and to achieve common goals. This Covenant describes the nature and details of the relationship between Local Church and Foursquare.

International Church of the Foursquare Gospel is the incorporated entity, which was created by Aimee Semple McPherson and others working together to act on behalf of its members and the local churches planted by its members. Foursquare members and churches work together to assist each other in ministry and mission through co-operative and supportive ministry. Through the decades, in a sincere spirit of unity and co-operation, the churches have and continue to join together in our interdependent work of local and global mission, development of leadership, disciples and churches, and supportive fellowship. *The DECLARATION OF FAITH compiled by Aimee Semple McPherson* is the document that best describes the faith of the churches that are local churches of Foursquare.

The intention of this Covenant is that Local Church will be considered a Foursquare Church (as defined in the Foursquare Bylaws) and, except for the separate legal structure and legal separateness of the two entities, Local Church and Foursquare shall consider Local Church “fully” Foursquare for ecclesiastical, polity, and relational purposes.

**Part I: The commitment of Foursquare to Local Church.**

Foursquare commits, by this Covenant, that Local Church shall be a Foursquare Church as set forth in the Foursquare Bylaws, which means that Local Church shall be considered a Foursquare Church just as much as the local Foursquare churches that do not have a separate legal existence and are under the Foursquare corporate structure. Local Church shall be treated in a similar manner and with similar expectations that Foursquare has of its local churches under its corporate structure.

Foursquare covenants to support the ministry of its local churches, including Local Church, by:

- Praying for the work and ministry of each local Foursquare church throughout the year;
- Developing and resourcing churches and ministries within the Foursquare movement in the United States (e.g., pastors, administrators, youth ministry, camping, and community ministries);
- Supporting the development of the local church including the fostering of church health, church planting, and ministry effectiveness;
- Providing a minister license and ordination process for the mutual benefit of churches and pastors, including a discipline process for cases of moral and ethical failure;
- Accepting the responsibility and authority to appoint and remove the senior pastor of Local Church.
- Supporting the professional development of licensed ministry leaders within the Foursquare constituency; providing strategic leadership resources and stimulating intentional lifelong

development (professional, personal, spiritual) for ministry leaders; developing a mentoring culture that supports leadership;

- Supporting strategic partnerships with Foursquare organizations and ministries in other nations; and
- Co-operating and forming strategic partnerships interdenominationally to extend Christ's Kingdom and to provide additional resources and benefits to our churches.

## **Part II: The commitment of Local Church to Foursquare.**

Local Church commits, by this Covenant, that Local Church shall be part of The Foursquare Church as set forth in the Foursquare Bylaws. By entering into this Covenant, Local Church voluntarily agrees to submit to Foursquare polity and modified episcopal form of governance. Local Church voluntarily agrees to apply Foursquare Bylaws in place of its own Bylaws and also agrees to follow and operate Local Church under all Foursquare adopted policies and procedures, and voluntarily agrees to be subject to the discipline of Foursquare for failure to abide by Foursquare Bylaws, policies, or procedures. By signing this Covenant, Local Church acknowledges its agreement with and adherence to *The DECLARATION OF FAITH compiled by Aimee Semple McPherson* and the *Foursquare Global Distinctives and Values* and all other tenets of the Foursquare faith. Local Church commits to uphold the provisions of the Foursquare Bylaws and apply them as their own.

Local Church covenants that it will assume the following rights and responsibilities:

- Actively work to further the Foursquare mission and the Foursquare Global Distinctives and Values as set forth on [www.foursquare.org](http://www.foursquare.org);
- Respecting, upholding, and adhering to the provisions and procedures of Foursquare as expressed in its Articles of Incorporation and Bylaws, as amended from time to time;
- Contributing their time, talent, and treasure to the work of Foursquare; receiving tithes and offerings for the ministry, maintenance, and expansion of the Local Church and designating a tithe of its tithes and general offerings as its "ministry extension tithe", which shall be transmitted to Foursquare and/or retained and used by the Local Church as determined by the Foursquare board; supporting Foursquare Missions International's Global Fund, special world missions projects, and locally funded Foursquare missionaries, to the best of its ability;
- Providing written reports to Foursquare in a form provided to the Local Church by Foursquare;
- Baptizing new believers in water by immersion; qualifying applicants for church membership on the basis of their profession of faith in Christ as their savior or transfer of membership from another Foursquare local church;
- Receiving notice of, attending, and participating at conventions and meetings of members through its ministers and delegates, to the best of their ability;
- Respecting the use of the name, licensed trademarks and service marks, symbols, copyrighted materials, and other intellectual property of Foursquare to further the Foursquare mission and the Foursquare Global Distinctives and Values;
- Agreeing that all credentialed leaders should seek and maintain current ministry credentials with Foursquare and will refer cases of moral and ethical failure of credentialed ministry leaders to the Foursquare disciplinary process; and
- Agreeing that Foursquare shall have the responsibility and authority to appoint and remove the senior pastor of Local Church.

## **Part III: The relationship between Foursquare and Local Church.**

As partners we covenant to each other that we will:

- Pray for one another;
- Encourage and support one another;
- Honor and respect each other's freedom to determine our respective God-given purpose and mission;
- Affirm our mutual responsibility to work together to further the Foursquare mission and the Foursquare Global Distinctives and Values; and
- Contribute our time, talent, and treasures in support of our common goals and objectives.

#### **Part IV: Local Church Governance**

In faithfulness to God, under the Lordship of Jesus Christ, and led by the Holy Spirit and in conformance with Foursquare bylaws, Local Church may: develop its own ministries, mission, and service; choose its own corporate directors and officers; manage its own finances; and, own and control property held in the name of Local Church's corporation without the permission or approval of Foursquare. All transactions relating to real property that is held in the name of International Church of the Foursquare Gospel (which may include real property utilized by, or designated for, Local Church) are subject to the Foursquare board approval process set forth in the Bylaws and in other policies and procedures adopted by Foursquare.

For purposes of applying Foursquare Bylaws to Local Church, the terms "board of directors" or "board" in the Foursquare Bylaws shall always mean and refer to the board of International Church of the Foursquare Gospel, and the term "church council" shall mean the board of directors of Local Church. The board of Local Church shall remain intact for purposes of Local Church's corporation, and shall also serve as the "church council" as that term is used in Foursquare Bylaws and other Foursquare policy. The board of Local Church shall maintain all of its separate powers and authorities as required by the law of the jurisdiction Local Church is governed by, and it shall also maintain any other separate powers and authorities stated in Local Church's Bylaws as it pertains to Local Church's operations *except* to the extent said Bylaws are inconsistent with or conflict with Foursquare Bylaws, policies, procedures, or governance, in which case Foursquare Bylaws shall prevail; that is, so long as this Covenant remains in place.

Notwithstanding applying Foursquare Bylaws, policies and procedures, Local Church understands that it is the responsibility of Local Church to maintain its corporate status and to comply with all state and federal laws applicable to it as a corporation of the state wherein it is incorporated, such as following standard corporate formalities.

#### **Part V: Amendment of this Covenant Agreement**

It is understood that this Covenant is used by Foursquare for all Foursquare churches that are separately incorporated. It is understood that as the parties work together in ministry, and as the Foursquare movement evolves over time the need for Foursquare to make additions, deletions, or other changes to this Covenant may occur. When these needs arise and Foursquare believes the change is significant enough to modify this Covenant, then the changes will be discussed, prayed over and, if and as appropriate, voted on by the Foursquare board of directors and/or the Foursquare Convention body for implementation into all existing covenant agreements. Local Church agrees to formally adopt any such changes per the process defined by Foursquare, or in the alternative may go through the termination process set forth below.

#### **Part VI: Disputes**

Local Church and Foursquare commit to the provision and use of Biblically consistent relational problem solving, and both parties agree that no court or arbitrator shall have jurisdiction to hear disputes between Local Church and Foursquare as the matters between them are ecclesiastical. This entails the open and respectful sharing of concerns and areas of disagreement immediately and directly with the responsible parties, and the following is a communication pathway for sharing such concerns and resolving any matters of disagreement.

Step One: Recognizing the role of the Foursquare District Supervisor places the District Supervisor in a position of close relationship and communication with both the Local Church and Foursquare, it is

the responsibility of each party to share their concerns directly with the District Supervisor overseeing Local Church so that the District Supervisor can share the concerns with the other party and facilitate discussion and resolution.

Step Two: In the event that the parties are not able to resolve the area of disagreement with the involvement of the District Supervisor, or if the disagreement concerns the District Supervisor, then the Foursquare General Supervisor will be engaged in the discussion seeking resolution.

Step Three: If the conflict remains despite the involvement of the General Supervisor, at the request of either party the Foursquare board may be brought into the conflict resolution discussions.

The Foursquare board of directors is the final authority on all matters involving Local Church's relationship with Foursquare, including without limitation the application and interpretation of this Covenant; provided, however, that in no way shall Foursquare or its board of directors have any authority to stop Local Church from terminating this Covenant and leaving Foursquare.

Either party may take action to terminate this Covenant voluntarily, with or without the other party's consent. If termination is desired, the parties commit to discerning together the terms and conditions that may be required by severing this Covenant.

#### **Part VII: Termination of this Covenant Agreement**

Local Church and Foursquare agree that in the event either party desires to terminate this Covenant, the steps outlined in this Covenant (or as the parties may otherwise agree) shall be followed to terminate this Covenant. Local Church and Foursquare commit to the provision and use of Biblically consistent relational problem solving, and both parties agree that no court or arbitrator shall have jurisdiction to hear disputes between Local Church and Foursquare as the matters between them are ecclesiastical.

Should Local Church desire to terminate this Covenant, it shall follow the following process:

1. The Senior Pastor and board of directors of Local Church shall send a written notice to their District Supervisor stating their intent to terminate this Covenant. The notice of intent to terminate must be signed by the Senior Pastor and three-fourths (3/4ths) of the board of Local Church.<sup>1</sup> No termination of this Covenant shall be effective until completion of the procedures set forth herein.
2. The District Supervisor or some other authorized Foursquare representative will meet with Local Church to discuss the termination of this Covenant so that Foursquare understands Local Church's desire and intent.
3. Local Church may only terminate this Covenant upon a three-fourths (3/4ths) supermajority vote of the congregation of Local Church at a duly noticed and called congregational business meeting, which meeting may not take place until at least six (6) months after the date a valid notice of intent to terminate is received by the District Supervisor. Local Church shall hold a duly called congregational business meeting of the congregation of Local Church for the purpose of voting on whether to terminate this Covenant. Notice of the date, time, and location of this congregational business meeting must be delivered to the District Supervisor not less than two (2) weeks before the time of the meeting. Foursquare shall have the right, but not the obligation, to have a representative attend the congregational business meeting.
4. After said business meeting and vote, Local Church shall send a letter to the District Supervisor, signed by the Senior Pastor and three-fourths (3/4ths) of the board, certifying the following information:
  - a. The manner/methods and date(s) that notice was provided to the congregation regarding the business meeting, and certifying that the meeting notice(s) stated that the reason of the meeting was to vote on whether or not to leave Foursquare by terminating this Covenant;
  - b. The date of the business meeting; and
  - c. The total number of votes in favor of terminating this Covenant and the total number of votes against terminating this Covenant.
5. This Covenant Agreement shall terminate thirty (30) days after the date the District Supervisor receives the letter in step 4 above with all the required information.

Should Foursquare desire to terminate this Covenant, it shall follow the following process:

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<sup>1</sup> An early congregational vote, prior to the Local Church transmitting its notice of intent to terminate, is not recommended.

1. The District Supervisor or some other authorized Foursquare representative shall send a written notice to the Senior Pastor stating Foursquare's intent to terminate this Covenant. No termination of this Covenant shall be effective until completion of the procedures set forth herein.
2. The District Supervisor or some other authorized Foursquare representative will meet with Local Church to discuss the termination of this Covenant.
3. Foursquare may only terminate this Covenant upon a majority vote of the board of directors at a regularly called board meeting, which meeting may not take place until at least six (6) months after the date a valid notice of intent to terminate is received by the Senior Pastor.
4. Once the Foursquare board of directors has voted to terminate this Covenant, the District Supervisor or some other authorized Foursquare representative shall send a written notice to the Senior Pastor certifying the date of the Foursquare board meeting and the decision made by the Foursquare board of directors.
5. This Covenant Agreement shall terminate thirty (30) days after the date the Senior Pastor receives the letter in step 4 above with all the required information.

This Covenant Agreement is made effective as of \_\_\_\_\_, 20\_\_\_\_.

The signatures of the Senior Pastor and the board members below, who constitute at least a majority of the board of directors of Local Church, attest that Local Church, by a three-fourths (3/4ths) supermajority vote of its members and regular attendees at a duly called congregational business meeting, agrees to and affirms its agreement with this Covenant Agreement.

\_\_\_\_\_, a \_\_\_\_\_ corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Senior Pastor

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Church Board Member

The Board of Directors of the International Church of the Foursquare Gospel, as attested by the signatures of the authorized officers below, agrees to and affirms its agreement with this Covenant Agreement.

**International Church of the Foursquare Gospel, a California nonprofit religious corporation**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_