

THE SUPREME COURT  
OF THE STATE OF FREMONT

Supreme Court No. S-12259

BOBBIE LABORDE,

Appellant,

versus

NAYLOR ANOINTED APOSTOLIC CHURCH,

Appellee.

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JOINT APPENDIX

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**APOSTOLIC CHRISTIAN ASSEMBLIES OF AMERICA**

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**EMPLOYMENT AGREEMENT**

AGREEMENT made as of April 1, 2005, between Bobbie Laborde (“Employee”) and Naylor Anointed Apostolic Church, a Fremont corporation (“Employer”), a congregation of the Apostolic Christian Assemblies of America, Inc.:

**1. Position:**

- 1.1. Employer hereby employs Employee for the Term (as defined in Article 2 hereof) to render full-time services as a Chapel Steward, to perform such duties as Employee shall reasonably be directed to perform as defined in Article 4 hereof.

**2. Term of Employment:**

- 2.1. The Term of Employee’s employment shall begin on April 1, 2005, and shall end on April 1, 2010, subject to the provisions of Article 5 hereof.

**3. Compensation:**

- 3.1. As compensation for all services rendered pursuant to this Agreement, Employer agrees to pay Employee a salary at the rate of \$18,000 per annum.
- 3.2. During the Term, Employee shall be entitled to participate in any group insurance, qualified pension, hospitalization, medical health and accident, disability, or similar plan or program of Employer now existing or hereafter established to the extent that he is eligible under the general provisions thereof. Notwithstanding anything herein to the contrary, however, Employer shall have the right to amend or terminate any such plans or programs.

**4. Duties:**

- 4.1. Provide for the security, safety, and cleanliness of the Naylor Chapel. These duties include:
  - 4.1.1. Monitoring compliance with applicable health and safety regulations and policies.
  - 4.1.2. Ensuring that the building is locked and alarmed at the end of every church meeting.
  - 4.1.3. Cleaning the Communion Hall and teaching rooms prior to Sunday services.
  - 4.1.4. Providing refreshments in the annex after Sunday meetings.
- 4.2. Prepare the Naylor bulletin, including announcements and a passage from scripture to be printed on the front page, for each Sunday meeting, and post the selected scriptural text on the sign outside the church.

4.3. Greet church members as they arrive on Sunday morning, and distribute copies of the bulletin to them.

**5. Termination:**

- 5.1. Employer may at any time during the Term, by two weeks' notice, terminate the employment of Employee for just cause.
- 5.2. Just cause shall include a failure to abide by the doctrine of Jesus Christ as laid out in scripture, the charter of the Apostolic Christian Assemblies of America, and/or the constitution of the member congregation.
- 5.3. Employment with the member congregation shall conform to the Employment Policies of the Apostolic Christian Assemblies of America.

**6. Governing Law:**

- 6.1. This Agreement shall be construed and enforced in accordance with the laws of the State of Fremont.

**7. Non-Discrimination:**

- 7.1. In the interests of justice and human dignity, the Apostolic Christian Assemblies of America upholds a policy of non-discrimination. This body and its member congregations will not take any adverse employment action on the basis of race, gender, age, physical disability, nationality, or sexual orientation.

**8. Severability:**

- 8.1. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Naylor Anointed Apostolic  
Church

Bobbie Laborde

\_\_\_\_\_

By

\_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

## **Selections from Charter of the Apostolic Christian Assemblies of America**

### **Polity**

1. The leadership of the Apostolic Christian Assemblies of America (ACAA) shall be vested in the Council of Elders (Council), which is responsible for governing the church, teaching the Word, and tending the flock of God in this church. The elders shall be equal in authority, but may be specialized in function. Under the authority of Jesus Christ and the Word of God, the Council is the final authority within the ACAA, and declarations of the Council are binding on all congregations in the church. The Council will gather monthly to resolve any questions of governance and doctrine, and the ACAA will gather together in an Annual Meeting of the Assemblies to discuss any major happenings or developments.
2. ACAA membership may be subject to review at the Annual Meeting of the Assemblies. Congregation membership shall be accorded on the basis of the standards of the ACAA, as set forth in the By-laws of this Constitution. Congregations of the ACAA agree to adhere to the Statement of Faith and the Statement of Polity and the workings of the ACAA. Any congregation that fails to comply with the ACAA Charter or decisions of the council may be disciplined or expelled.

### **Employment Policies for ACAA Congregations**

1. Non-Discrimination.

In the spirit of the statement by the Apostle Paul “we are all one body in Christ,” (Romans 12:4), we do not discriminate against any person, group or organization in hiring, promotion, membership, appointment, use of facility, provision of services or funding on the basis of race, gender, age, physical disability, nationality, or sexual orientation. The church upholds this policy in the interests of justice and human dignity, declaring that such discrimination is contrary to the Gospel of Jesus Christ. We enjoin all congregations of this church to comply with this rule of non-discrimination in employment.

2. Termination.
  - a. Termination shall be only for just cause, and shall provide for two weeks advance notice.
  - b. Just cause shall include a failure to abide by the doctrine of Jesus Christ as laid out in scripture, this charter, and/or the constitution of the member congregation;

- c. Employment with the member congregation shall conform to the policies of the Apostolic Christian Assemblies of America.
- d. Other additional terms that the member congregation deems necessary may be included if approved by the Council.

## **Selections from the Constitution of the Naylor Anointed Apostolic Church**

### **General**

1. We believe the Holy Bible as the inspired Word of God, without any error, the all-sufficient authority in matters of faith, doctrine, and Christian living.
2. We believe in one God, eternally existing in three Persons: the Father, the Son, and the Holy Spirit.
3. We believe in the Virgin Birth of Jesus Christ, and that He is true God and man. He died on the cross for our sins. He rose bodily from the dead, ascended into heaven where He sits at the right hand of the Father and is now our High Priest and Advocate.
4. We believe in the role of the church to actively spread the gospel of Jesus Christ to all the ends of the earth, as commanded by Him.
5. We are a member congregation of the Associated Apostolic Churches of America, and subscribe to the principles laid out in the charter of the AACA as our statement of faith with scriptural references.

### **Employment**

1. Pastors
  - a. A pastor shall be chosen and called by majority vote of the congregation whenever a vacancy occurs.
  - b. As an AACA member, we will employ only pastors who have been ordained and approved by AACA.
  - c. The qualifications for pastor shall be consistent with those listed in 1 Timothy 3:1-7. His training, skills, and experiences are needed in this area of leadership.
  - d. The chosen pastor shall serve until the relationship is terminated by either his request or that of the congregation. In either case, at least sixty (60) days' notice shall be given unless otherwise mutually agreed.
  - e. The pastor has authority to make all day-to-day decisions of the congregation, including decisions regarding employment of staff members.

## 2. Church Staff

This church shall employ staff, as it shall need:

- a. A written job description and mutual contract/agreement will be prepared when the need for church staff is determined;
- b. The congregation shall decide, by majority vote, whether a staff position should be created or abolished;
- c. The pastor shall make all decisions regarding the employment of particular staff members, including whether to hire or fire a member of the staff.
- d. Any staff employment decision may be appealed to the entire congregation; a majority vote shall uphold or reverse the decision made by the pastor.

### **Fremont State Code (2006)**

#### **§ 413.2 Unlawful employment practices**

(a) It shall be an unlawful employment practice for an employer--

(1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, national origin, or actual or perceived sexual orientation; or

(2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, national origin, or actual or perceived sexual orientation.

#### **§ 413.3 Applicability to religious employment**

(a) Inapplicability of subchapter to employees of religious entities

This subchapter shall not apply to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.