

# **Plan for Uniting Brookwood, Covenant Parish, and Parkview Presbyterian Churches**

September 7, 2019

## **Recommendations for Presbytery Action**

Brookwood Presbyterian Church, Covenant Parish Presbyterian Church, and Parkview Presbyterian Church (the Churches) recommend that the Presbytery of Scioto Valley (the Presbytery) take the following actions.

### **Merging the congregations**

Whereas the Churches desire to unite, coming together willingly and on an equal basis, to make a more effective response to God's call, the Churches move that the Presbytery:

- Declare that the congregations of Brookwood Presbyterian Church, Covenant Parish Presbyterian Church, and Parkview Presbyterian Church be merged into one congregation of the Presbyterian Church (U.S.A.) according to the following Plan of Union and
- Declare that the resulting congregation be known as Unity Presbyterian Church.

### **Calling the initial congregational meeting**

Whereas the congregation resulting from the merger will initially have no corporate regulations, no session, and no pastoral relationships, the Churches move that the Presbytery:

- Call a congregational meeting of Unity Presbyterian Church to be held following its worship service on September 29, 2019, for the purpose of electing elders and deacons, approving the call and the terms of call of each of the pastors, and approving the corporate regulations and the congregational rules and
- Appoint Rev. John Birkner (member at large) to be the moderator and Mary French (Brookwood) to be the secretary of the congregational meeting.

### **Ensuring continuity of leadership**

Whereas the united congregation will have no session and a continuity of leadership is desirable for both ecclesial and corporation functions, the Churches move that the Presbytery:

- Appoint ruling elders Greg Figurski (Brookwood), Mary French (Brookwood), Mary Martin (Covenant Parish), and Joe Rutherford (Parkview) and ministers of the Word and Sacrament John Birkner (member at large), Amy House (Brookwood), Nate Manzo (Parkview), and Patricia Moats (Covenant Parish) as an administrative commission with original jurisdiction of Unity Presbyterian Church until its elected session has been installed.
- Authorize the corporate officers of the corporations of the Churches to continue to function in their roles under the authority of the administrative commission as the acting session.

## Plan of Union

This Plan of Union addresses the major issues involved in uniting the Churches. Extended discussions between representatives of the sessions of the Churches and their pastors created a framework for the unification. An initial proposal to unite the Churches was approved by each of the Churches. Appendix A contains this proposal. In addition to describing how the Churches plan to come together as a united congregation, this Plan of Union

- Acts as a pastor nominating committee by nominating each of the pastors with their terms of call at the initial congregational meeting,
- Acts as a nominating committee by nominating a slate of elders and deacons at the initial congregational meeting,
- Moves the adoption of a set of corporate regulations and congregational rules at the initial congregational meeting, and
- Provides for the initial operation of the united congregation until its session has been installed.

## Worship

- A traditional worship service will be held at 10:30 AM on Sunday mornings.
- A more casual worship service will be held on Saturday evenings at a time to be determined.

## Finances

- All of the assets and liabilities of the Churches will become the assets and liabilities of Unity Presbyterian Church.
- Its session will receive assistance and guidance from the Finance and Stewardship Committee, which handles church operations and proposes budgets, and the Endowment Subcommittee, which oversees investments and makes recommendations regarding the investments. The Endowment Subcommittee will initially have two members from each of the former congregations each serving a two-year term.
- An assessment of the finances of the Churches indicates that the expected income of Unity Presbyterian Church will fund its pastors, staff, facilities, and missions.
- Adopting an initial budget will be a high priority, as will be emphasizing the importance of continued stewardship to the congregation.

## Pastoral Leadership

- At the initial congregational meeting of Unity Presbyterian Church, this Plan of Union will act as a pastor nominating committee by nominating Rev. Amy E. House (Brookwood Presbyterian Church), Rev. Nate Manzo (Parkview Presbyterian Church), and Rev. Patricia A. Moats (Covenant Parish Presbyterian Church) for election by the congregation as co-pastors for a designated term of three years.
- Appendix B contains the terms of call for each of these pastors.
- Each of the pastors will have the title “Called Pastor” and be responsible for fulfilling all pastoral duties as needed. They will receive similar pay and work together to determine:

- which pastor will be the initial moderator of session and which of the other two pastors will be moderator during the second year
- the areas of ministry for which each pastor will be the point of contact for the congregation (such as Christian education, visitation, and youth ministry), ensuring each pastor has one or more areas of specialty, and
- the rotation for preaching, ensuring each pastor will be responsible for preaching on at least one Saturday and one Sunday per month (whenever possible).
- Although installed pastors are not bound to remain with congregations, the three co-pastors intend to remain with Unity Presbyterian Church for at least three years, working with its session to discern and guide the new congregation.
- Should the need arise for one or more of the co-pastors to separate from the congregation during this period, every effort will be made to do so graciously and in such a way as to preserve the wholeness of all involved.
- The session will evaluate the co-pastor model with input from the congregation, beginning no later than two years after the Churches unite.

## Ordered Ministries

Appendix C contains the list of congregational rules of the united congregation. The intention of the congregational rules is to separate the ecclesial rules that are often included in the church's bylaws from the corporate regulations (as the bylaws are properly known in Ohio). Among the other congregational rules are rules that specify the number of ruling elders on the session and the number of deacons on the board of deacons.

The session of the united congregation will initially include 12 ruling elders, divided equally into three classes. The congregation will also have a board of deacons that will initially have 12 deacons, divided equally into three classes. This Plan of Union nominates the following persons to serve in the ordered ministries of the united congregation:

| <b>Class</b> | <b>Elder</b>                      | <b>Deacon</b>                     |
|--------------|-----------------------------------|-----------------------------------|
| 2020         | Bill Edwards (Parkview)           | Lucia Dawon (Brookwood)           |
| 2020         | Gregory Figurski (Brookwood)      | Nancy Hartmann (Brookwood for CP) |
| 2020         | Pat Parry (Covenant Parish)       | Gail Ogletree (Covenant Parish)   |
| 2020         | Nathan Salmon (Brookwood)         | Donna Rutherford (Parkview)       |
| 2021         | Jon-Scott Allen (Covenant Parish) | Barb Edwards (Parkview)           |
| 2021         | Ellen Bennett (Brookwood)         | Jean Jones (Covenant Parish)      |
| 2021         | Kelly Holmes (Parkview)           | Ellen Pope (Parkview)             |
| 2021         | Bill Hughes (Parkview)            | Barbara Smoot (Brookwood)         |
| 2022         | Lori Allen (Covenant Parish)      | Shirlie Drenten (Covenant Parish) |
| 2022         | Kimberly Hachet (Brookwood)       | James McGill (Brookwood)          |
| 2022         | Tom Jones (Parkview)              | Pamela Nutter (Brookwood)         |
| 2022         | Mary Martin (Covenant Parish)     | Melinda Sherry (Parkview)         |

Because the Churches will be merging late in the calendar year, the initial terms of the ruling elders and deacons will include the remainder of 2019 in addition to their one-, two-, or three-year terms. Extending the length of the three-year terms will violate the *Book of Order* G-2.0404, which says: “Ruling elders and deacons shall be elected to serve terms of no more than three years on the session or board of deacons, and may be eligible for reelection according to congregational rule.”

The Commission for Congregational Life has approved an exception that excludes the time from the installation of the ruling elders and deacons to the end of 2019 from the length of their terms. Thus, the initial terms will be counted as one-, two-, or three-year terms even though each will be slightly longer.

The united congregation may change the size of the board of deacons according to its needs, following the procedure for amending the congregational rules. The size the session will not be amended before three years from the date of the merger. During the first two years of the united congregation, the clerk of session will not be from the same former congregation as the moderator of session.

Appendix D contains the list of rules that the session of the united congregation intends to adopt. These session rules are sometimes found in a church’s bylaws. By separating them in this way, the need for amending the corporate regulations is greatly reduced and the procedure for amending the regulations, the congregational rules, and the session rules can be different.

## **Nominating Committee**

The initial nominating committee will be elected at the first annual meeting of the united congregation. The intention is that the three members of the nominating committee who are not currently serving on the session or the board of deacons will include one member from each of the former congregations.

The united congregation will attempt to make its session, board of deacons, and nominating committee representative of the former congregations in an effort to be inclusive while avoiding any undue burden on members from any of the former congregations.

## **Session Committees**

The initial session committees and subcommittees of the united congregation will be:

- Worship
  - Saturday Design Team
- Christian Education
  - Youth Committee
- Finance and Stewardship
  - Endowment
- Mission Outreach
- Fellowship and Nurture
- Building and Grounds
- Personnel
- Church Vitality

The chairs of the session committees will normally be members of the session, but others may be considered for these positions as appropriate. Each committee will have at least one member of the session on the committee as either the chair or the session liaison. Every member of the session will be expected to serve as the chair or the liaison of at least one committee. Committee

chairs and the nominating committee will work together to find additional committee members from the united congregation to ensure that the committees function properly.

## **Property**

- Unity Presbyterian Church will initially reside within the property and facilities currently belonging to Parkview Presbyterian Church at 6969 East Livingston Avenue in Reynoldsburg.
- Any other real property owned by any of the Churches at the time of the merger becomes the property of Unity Presbyterian Church.
- Unity Presbyterian Church will assume all the duties and responsibilities for real property that is under contract at the time of the merger.

## **Staff**

The (non-clergy) paid staff of the united congregation will initially include:

- Music Director (part-time): Michael Francis (Covenant)
- Custodian (part-time): Scott Hauser (Parkview)
- Secretary (part-time): Linsie Rose (Brookwood)
- Parents' Day Out/Nursery (part-time): Amie Bashur (Parkview; assisted by Amy Ricke)
- Inclusive Ministries (part-time): Diana Montgomery (Parkview)

The united congregation intends to retain its initial paid staff for a period of at least two years. The staff members would be paid their last budgeted wage for the first year. Both pay and duties would be evaluated after the first year to ensure that their positions have adequate responsibilities and compensation. The volunteer staff of the former congregations would be able to continue as volunteers.

## **Corporate**

The united congregation will establish a new corporation. It will dissolve the existing corporations of the Churches as soon as practical, naming the newly established corporation as their successor in interest for all assets, liabilities, and bequests and for any other legal or financial purposes. An alternative would be to rename one of the existing corporations of the congregations to achieve the same effect.

Appendix E contains the regulations for the corporation of Unity Presbyterian Church that will be presented to the united congregation for approval. As noted previously, much of the ecclesial content that appears in many church's corporate regulations appears instead in the lists of congregational and session rules. What remains in the regulations is essential for describing the nature and purpose of the corporation and its relationship to the PC(USA) and its constitution.

## **Appendix A: Proposal to Unify**

# Uniting Presbyterian Churches

Updated 6/18/2019

## Proposal

We propose to unite interested eastside PC (USA) congregations in an exciting opportunity of renewal and expanded fellowship, intentionally forming a new worshipping community, no longer three congregations but one, with the permission and guidance of the Presbytery of Scioto Valley. Coming together willingly, and on an equal basis, to make a more effective response to God's call, with real commitment to uniting and forming a new community: A new church name and logo, new charter membership, new role of members, new Session record, new treasury record, new mission statement & vision statement all for the new community. We are excited by the opportunity to work with new people and in new ways, where we can serve both our local and global neighbors in facilities suited to that purpose. We will begin our new relationship together with a traditional Sunday morning worship service and a more casual Saturday evening worship service. All of the assets and liabilities of the former congregations become the corporate responsibility of the new church. The united congregation will collectively determine the ministries, missions, outreach programs, special offerings and other work of the new community.

## Our Covenant With God and Each Other

The foundation of our covenant together will be our commitment to individual and collective prayer, listening with openness to discern God's will in all things for the united congregation. We will first do no harm, striving for peace through intentional speech and action, and working together to have authentic dialogue regarding all relevant matters. We understand that disagreement can be a valuable part of discernment and agree to do so with both love and respect, guided by PSV's "Seeking to be Faithful Together" guidelines. We recognize that no document can consider or address every possible eventuality, intentional or otherwise – we will work together in love and faith to address and/or resolve whatever may arise. We understand the new Session will need, and have, the expressed authority to act on behalf of the united congregation in whatever manner it discerns as the will of God in accordance with The Book of Order – the Session will not be guided by the interests of groups or individuals to "get their own way," neither will it act to diminish and/or disenfranchise one or more of the former congregations, actively avoiding even the perception of each as much as possible.

## Property Considerations

The united congregation will reside within the property and facilities currently belonging to Parkview Presbyterian Church at 6969 E Livingston Ave – any decisions regarding the use of the building(s) and property will be the responsibility of the united congregation and its new Session. Any property not sold (unless still in the process of being sold) prior to uniting would fall to the united congregation and its new Session to deal with as it deems fit.

## Financial Considerations

The financial matters of the united congregation, including any and all investments, endowments, assets or debts will be the responsibility of the new Session to manage, in accordance with The Book of Order. The new Session will be assisted and advised in financial matters by two committees: (One standing committee – Finance; and one subcommittee-Endowment):

- Finance & Stewardship – empowered for normal operation and to recommend/execute budgets
- o Endowment – empowered to oversee investments and make recommendations on returns

While joint meetings of those responsible for finance in the former churches have indicated there should be sufficient funds to support our current understanding of the intended staff, facilities and missions of the united congregation, it will be a priority to estimate and recommend an initial budget for the first year. Likewise, the importance of continued focus on Stewardship and tithing for all involved cannot be overstated, as proceeds from building sales cannot be used to pay for staff.

## Pastoral Leadership

It is the intention of the united congregation to retain the pastors of the former congregations for the first 3 years of the new community – the guidance and expertise of all three pastors is viewed as essential to both achieving unity and discerning the new work of the united congregation. During this time, a Co-pastor model will be used, with each pastor carrying the title of Called Pastor and being responsible to fulfill all pastoral duties as needed (although each will likely have one or more areas of specialty), receiving similar pay and working together to determine:

- Who among them will be the initial Moderator of Session and which *different* pastor will be Moderator in the second year
- Areas of ministry for which each pastor will be the point of contact for the congregation (including, but not limited to, Christian Education, Visitation, Youth Ministry, etc), ensuring each pastor has one or more area of specialty, re-evaluating and redistributing as necessary with communication to the congregation
- Rotation of preaching (including between service times), ensuring each pastor will be responsible to preach at least one Sunday and one Saturday per month (whenever possible)

While Called Pastors are not contractually bound to remain with congregations, the pastors of the former congregations intend to remain with the united congregation for a period of 3 years, helping support the new Session to discern and guide the new community's direction and activity, and during which the new Session and the pastors will evaluate both individual and corporate needs. Should the need arise for one or more pastors to separate from the united congregation during this time, every effort will be made to do so graciously and in such a way to preserve the wholeness of all involved. The new Session will be tasked to evaluate the co-pastor model, with the help and input of the united congregation, beginning no later than 2 years after uniting.

## Lay Leadership

The united congregation will be served by a Board of twelve (12) Elders and a Board of twelve (12) Deacons – these boards will begin meeting immediately following their election by the united congregation. Each former congregation will be responsible to bring four (4) Elder and four (4) Deacon candidates to populate the initial 12-member boards to fill the following prescribed terms:

- Covenant Parish will bring the following Elder and Deacon candidates:
  - o Elder: One (1) 1-year, one (1) 2-year and two (2) 3-year terms
  - o Deacon: Two (2) 1-year, one (1) 2-year and one (1) 3-year term
- Parkview will bring the following Elder and Deacon candidates:
  - o Elder: One (1) 1-year, two (2) 2-year and one (1) 3-year term
  - o Deacon: One (1) 1-year, two (2) 2-year and one (1) 3-year term
- Brookwood will bring the following Elder and Deacon candidates:
  - o Elder: Two (2) 1-year, one (1) 2-year and one (1) 3-year term
  - o Deacon: One (1) 1-year, one (1) 2-year and two (2) 3-year terms

It has been generally considered ideal, for both ease of transition and initial effectiveness, if most (if not all) candidates came from each congregations' current boards and if most (if not all) of the Elder candidates would come from the group that has worked through the unity discussions. The slates for these boards will still be voted on during the new congregation's first Congregational Meeting in accordance with The Book of Order. Terms for the initial boards will include whatever time is left in the current year when the congregations unite (i.e. assuming the congregations unite sometime in 2019, 1-year terms would expire at the end of 2020, 2-year terms would expire at the end of 2021 and 3-year terms would expire at the end of 2022 – so the first time Nominating Committee would need to come up with a slate of candidates would be in 2020 for 3-year terms that would begin in 2021). The united congregation will determine (with the recommendation of the new Session) whether there is a sufficient number of Deacons to complete their assigned work during its Annual Meetings, but the number of Elders on Session will remain fixed for the first 3 years of unity. The Clerk of Session will be elected by the Session following Book of Order procedure, but the Clerk shall not be from the same congregation as the Moderator for the first 2 years of unity. The united congregation should strive to ensure representation from each of the former congregations on elected boards whenever possible and/or



practical, in an effort to be inclusive, yet without placing undue burden on a particular former congregation or any Nominating Committee.

### **Staff Positions**

The following would be the initial (non-clergy) Paid Staff of the united congregation:

- Music Director (PT) – Michael Francis (Covenant)
- Custodian (PT) – Scott Hauser (Parkview)
- Secretary (PT) – Linsie Rose (Brookwood)
- Parent's Day Out/Nursery (PT) – Amie Bashur (Parkview; assisted by Amy Ricke)
- Inclusive Ministries (PT) – Diana Montgomery (Parkview)

It is the intention of the united congregation to retain the paid staff of the former congregations for a period of at least 2 years. Staff would be paid their last “budgeted” wage for the first year, with both pay and duties reevaluated after the first year to ensure their role has adequate scope and compensation. Volunteer Staff of the former congregations would be coordinated so that any and all could remain volunteers (if they choose).

### **Initial Committees & Considerations**

As a new congregation, we want to encourage strong lay leadership with each former congregation contributing committee members as able. Each former congregation will be responsible for bringing one (1) at-large candidate to populate the initial Nominating Committee (this slate for the Nominating Committee will still be voted on during the first Annual Congregational Meeting per the Book of Order). The initial committees of the united congregation (and their sub-committees), empowered by direction of the new Session, will be as follows:

- Worship
  - Saturday Design Team
- Christian Education
  - Youth Committee
- Finance & Stewardship
  - Endowment – investments & returns (Advisors to Finance Committee and Session and assurers of health; initially composed of 2 members from each unifying congregation each serving a 2 year term)
- Mission Outreach
- Fellowship & Nurture
- Building & Grounds
- Personnel
- Church Vitality

Committees will generally be chaired by members of the new Session, but lay leaders that are impassioned by the Spirit to lead will be considered for these positions as appropriate. Each committee will have at least one member of the new Session assigned to attend its meetings as either chair or liaison and every member of the new Session will be expected to either chair or act as liaison to at least one committee. Committee chairs and the Nominating Committee will work together to find as many additional committee members as are needed from the united congregation to allow the proper function of each committee.

## Potential Timeline

### Present and Immediate Future

- Preparation and drafting
- Committee introductions and discussions
- Bring Deacons together to discuss current scope of work
- Engagement of Congregational Life in process
- Covenant Parrish to co-worship Parkview

### Spring

- Session approvals
- Congregational approvals
- Larger Presbytery engagement in process

### Summer

- Presbytery approval to unite
- Session & Nominating Committee member selections from individual congregations
- Worshipping Together
- Drafting of new constitution (?)

### Fall

- First Congregational meeting of the united congregation
- New Session begins meeting
- Closing on other properties (?)

### Winter

- Dissolving of corporations and legal stuff (?)
- First Annual Congregational Meeting of united congregation

## **Appendix B: Terms of Call**

**The Presbytery of Scioto Valley of the Presbyterian Church (U.S.A.)  
Call to an Installed Pastoral Relationship as  
Designated Co-Pastor**

The Unity Presbyterian Church of Reynoldsburg, Ohio, a congregation in the Presbyterian Church (U.S.A.) organized by the authority of the Presbytery of Scioto Valley (G-1.02), functioning under the Church's constitution (G-1.02) and governed by ordained presbyters who come together in Councils in regular gradation (F-3.0203) called Session, Presbytery, Synod, and General Assembly (G-3.0101), being well satisfied with your qualifications for ministry and confident that we have been led to you by the Holy Spirit as one whose service will be profitable to the spiritual interests of our church and fruitful for the Kingdom of our Lord, earnestly and solemnly calls you, teaching elder

**Rev. Amy E. House**

to undertake service as Designated Co-Pastor of this congregation and promises you in the discharge of your duty all proper support, encouragement, and allegiance in the Lord.

Your service shall begin on September 29, 2019 and continue until September 29, 2022 subject to dissolution at any time by the Presbytery under the provisions of G-2.09. This call is for 100 percent of full-time.

This call is issued under provisions set forth in the Presbyterian Church (U.S.A.) Book of Order (G-2.08), and the Book of Order shall govern all relationships established herein.

That you may be free to devote yourself fully to the ministry of Word and Sacrament among us, we promise and obligate ourselves to pay you during the time of your being and continuing in the pastoral relationship set forth in this call the following compensation, stated in annualized amounts, to be paid in regular monthly or semi-monthly payments, and the following specified professional expense reimbursements:

| <b>Effective Salary for Pension Calculation</b> |  | <b>Professional Expense Reimbursements*</b> |                             |
|---|--|---|-----------------------------|
| Cash salary                                     | <u>\$28,632</u>  | Auto expense (current IRS rate) and         |                             |
| Fair rental value of manse                      | <u>                    </u>  | Business/professional expense               | <u>\$2,000</u>              |
| Housing allowance                               | <u>\$25,000</u>  | SECA supplement (up to 50%)                 | <u>\$4,103</u>              |
| Utility allowance                               | <u>                    </u>  | Continuing education                        | <u>\$2,500</u>              |
| Deferred compensation                           | <u>                    </u>  | Other allowances                            | <u>                    </u> |
| Other pensionable comp.                         | <u>                    </u>  | Moving costs                                | <u>                    </u> |
| <b>Total Effective Salary</b>                   | <b>\$ <span style="border: 1px solid black; padding: 2px;">53,632</span></b> |   |                             |

(Additional terms are set forth on an attachment. Yes  No )

Paid vacation leave 4 weeks, cumulative up to 6 weeks.  
Paid continuing education leave 3 weeks, cumulative up to 4 weeks.

After six continuous years of service the teaching elder is eligible for three months Sabbatical Leave, per presbytery policy.

\*Specified expense reimbursements so noted must be itemized and will be paid as incurred, subject to the annual amount shown. Automobile expense shall be reimbursed at the applicable current IRS rate (published annually) and shall not include mileage commuting to and from work – Federal Tax Guide Paragraph 2370.

We will also pay regularly in advance to the board responsible for benefits, a sum equal to that requisite percent of your compensation which may be fixed by the General Assembly of the Presbyterian Church (U.S.A.) for participation in the Benefits Plan of the Presbyterian Church (U.S.A.), including both pension and medical coverage, during the time of your being and continuing in the pastoral relationship set forth in this call.

It is further mutually agreed that this call and the terms thereof, including the performance of your service and the adequacy of this compensation, will be reviewed with you on an annual basis.

You, the called teaching elder, by signing the acceptance of this call, assert that you have voluntarily joined the fellowship of believers (F-1.0302a), voluntarily become an active member of the Presbyterian Church (U.S.A.) by profession of faith, reaffirmation of faith or transfer of certificate (G-1.0302), voluntarily submitted to the government of this Church (G-1.0402), been ordained as a Teaching Elder (aka Minister of the Word and Sacrament) under the provisions of the Book of Order (G-2.0403, W-4.4000), expressed as a candidate or applicant understanding of the questions required at ordination (W-4.4003), and have responded affirmatively during ordination or the recognition of your ordination to the constitutional questions as set forth in the Book of Order (W-4.4003).

You, the called teaching elder, by signing the acceptance of the Pastoral Call, do acknowledge, accept and agree to fulfill the responsibilities and duties of the described office as set forth in the Book of Order and further agree that any complaint relating to this call or the terms thereof, the relationship with the congregation and/or governing bodies of the Church, or any action taken by such bodies shall be made through the procedures of the Church as set forth in the Book of Order.

We, the calling church, by signing this Call, agree to honor the terms of the call and to observe the responsibilities of the congregation as set forth in the Book of Order and further agree that any complaint relating to this call, the calling church's relationship with you, the called teaching elder, or to any action taken by governing bodies of the Church concerning this call and/or its relationship with you, the called teaching elder, shall be made through the procedures of the Church as set forth in the Book of Order.

In testimony whereof we have subscribed our names this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signatures of those elected by the congregation to sign the call and to present and prosecute the call before the Presbytery.

Having moderated the congregational meeting which extended this call to Rev. Amy E. House for ministerial service, I do certify that the call has been made in all respect according to the rules laid down in the "Form of Government" of the Presbyterian Church (U.S.A.) and policies of the Presbytery of Scioto Valley, and that the persons who signed the foregoing call were authorized to do so by vote of the congregation of the

Unity Presbyterian Church, a congregation of the Presbytery of Scioto Valley.

The congregation's vote on the pastoral call was:

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

(Signed) \_\_\_\_\_ Moderator of the Congregational Meeting

## Certification of Call

**This Pastoral Call is expressly made subject to the Sexual Misconduct Policy of the Presbytery of Scioto Valley and the provisions therein concerning leave of absence upon receipt of an allegation of sexual misconduct. All parties to this contract agree to be bound by such policy.**

### By the Presbytery of Scioto Valley (The Presbytery of Call)

This call has been reviewed by the Commission for Church Professionals of the Presbytery of Scioto Valley. The Commission recommends that the presbytery approve this call.

Date of Action \_\_\_\_\_ Signature \_\_\_\_\_  
Commission Moderator

This call was approved by the Presbytery of Scioto Valley (through action taken by its Commission as authorized by "Form of Government" G-3.0307 and the Standing Rules of the Presbytery).

Date of Action \_\_\_\_\_ Signature \_\_\_\_\_  
Stated Clerk

### By the Presbytery of Care or Present Membership

This call has been reviewed by the properly authorized committee or commission of the Presbytery of \_\_\_\_\_ which recommends that the presbytery find it expedient to release \_\_\_\_\_ to accept this call.

Date of Action \_\_\_\_\_ Signature \_\_\_\_\_  
Stated Clerk

### ACCEPTANCE OF THE PASTORAL CALL

I certify that I have received this call to undertake the work of Designated Co-Pastor of the \_\_\_\_\_ *Unity* \_\_\_\_\_ Presbyterian Church of \_\_\_\_\_ *Reynoldsburg* \_\_\_\_\_, Ohio, and that I am familiar with and understand the terms and conditions contained herein. I accept this Pastoral Call and the terms and conditions thereof.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_  
Teaching Elder/Candidate

[NOTE: Four (4) copies of the call are to be prepared and signed. Deliver the signed calls to the Presbytery of Scioto Valley stated clerk. Following presbytery action, copies will be distributed to the candidate, the calling congregation, the presbytery of care/present membership, and the Presbytery of Scioto Valley.]

The Presbytery of Scioto Valley of the Presbyterian Church (U.S.A.)  
**Call to an Installed Pastoral Relationship as  
 Designated Co-Pastor**

The Unity Presbyterian Church of Reynoldsburg, Ohio, a congregation in the Presbyterian Church (U.S.A.) organized by the authority of the Presbytery of Scioto Valley (G-1.02), functioning under the Church's constitution (G-1.02) and governed by ordained presbyters who come together in Councils in regular gradation (F-3.0203) called Session, Presbytery, Synod, and General Assembly (G-3.0101), being well satisfied with your qualifications for ministry and confident that we have been led to you by the Holy Spirit as one whose service will be profitable to the spiritual interests of our church and fruitful for the Kingdom of our Lord, earnestly and solemnly calls you, teaching elder

**Rev. Nate Manzo**

to undertake service as Designated Co-Pastor of this congregation and promises you in the discharge of your duty all proper support, encouragement, and allegiance in the Lord.

Your service shall begin on September 29, 2019 and continue until September 29, 2022 subject to dissolution at any time by the Presbytery under the provisions of G-2.09. This call is for 100 percent of full-time.

This call is issued under provisions set forth in the Presbyterian Church (U.S.A.) Book of Order (G-2.08), and the Book of Order shall govern all relationships established herein.

That you may be free to devote yourself fully to the ministry of Word and Sacrament among us, we promise and obligate ourselves to pay you during the time of your being and continuing in the pastoral relationship set forth in this call the following compensation, stated in annualized amounts, to be paid in regular monthly or semi-monthly payments, and the following specified professional expense reimbursements:

| <b>Effective Salary for Pension Calculation</b> |                             | <b>Professional Expense Reimbursements*</b> |                             |
|---|-----------------------------|---|-----------------------------|
| Cash salary                                     | <u>\$34,432</u>             | Auto expense (current IRS rate) and         |                             |
| Fair rental value of manse                      | <u>                    </u> | Business/professional expense               | <u>\$2,000</u>              |
| Housing allowance                               | <u>\$19,200</u>             | SECA supplement (up to 50%)                 | <u>\$4,103</u>              |
| Utility allowance                               | <u>                    </u> | Continuing education                        | <u>\$2,500</u>              |
| Deferred compensation                           | <u>                    </u> | Other allowances                            | <u>                    </u> |
| Other pensionable comp.                         | <u>                    </u> | Moving costs                                | <u>                    </u> |
| <b>Total Effective Salary</b>                   | <b>\$ <u>53,632</u></b>     |   |                             |

(Additional terms are set forth on an attachment. Yes  No )

Paid vacation leave 4 weeks, cumulative up to 6 weeks.  
 Paid continuing education leave 3 weeks, cumulative up to 4 weeks.

After six continuous years of service the teaching elder is eligible for three months Sabbatical Leave, per presbytery policy.

\*Specified expense reimbursements so noted must be itemized and will be paid as incurred, subject to the annual amount shown. Automobile expense shall be reimbursed at the applicable current IRS rate (published annually) and shall not include mileage commuting to and from work – Federal Tax Guide Paragraph 2370.

We will also pay regularly in advance to the board responsible for benefits, a sum equal to that requisite percent of your compensation which may be fixed by the General Assembly of the Presbyterian Church (U.S.A.) for participation in the Benefits Plan of the Presbyterian Church (U.S.A.), including both pension and medical coverage, during the time of your being and continuing in the pastoral relationship set forth in this call.

It is further mutually agreed that this call and the terms thereof, including the performance of your service and the adequacy of this compensation, will be reviewed with you on an annual basis.

You, the called teaching elder, by signing the acceptance of this call, assert that you have voluntarily joined the fellowship of believers (F-1.0302a), voluntarily become an active member of the Presbyterian Church (U.S.A.) by profession of faith, reaffirmation of faith or transfer of certificate (G-1.0302), voluntarily submitted to the government of this Church (G-1.0402), been ordained as a Teaching Elder (aka Minister of the Word and Sacrament) under the provisions of the Book of Order (G-2.0403, W-4.4000), expressed as a candidate or applicant understanding of the questions required at ordination (W-4.4003), and have responded affirmatively during ordination or the recognition of your ordination to the constitutional questions as set forth in the Book of Order (W-4.4003).

You, the called teaching elder, by signing the acceptance of the Pastoral Call, do acknowledge, accept and agree to fulfill the responsibilities and duties of the described office as set forth in the Book of Order and further agree that any complaint relating to this call or the terms thereof, the relationship with the congregation and/or governing bodies of the Church, or any action taken by such bodies shall be made through the procedures of the Church as set forth in the Book of Order.

We, the calling church, by signing this Call, agree to honor the terms of the call and to observe the responsibilities of the congregation as set forth in the Book of Order and further agree that any complaint relating to this call, the calling church's relationship with you, the called teaching elder, or to any action taken by governing bodies of the Church concerning this call and/or its relationship with you, the called teaching elder, shall be made through the procedures of the Church as set forth in the Book of Order.

In testimony whereof we have subscribed our names this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signatures of those elected by the congregation to sign the call and to present and prosecute the call before the Presbytery.

Having moderated the congregational meeting which extended this call to Rev. Nate Manzo for ministerial service, I do certify that the call has been made in all respect according to the rules laid down in the "Form of Government" of the Presbyterian Church (U.S.A.) and policies of the Presbytery of Scioto Valley, and that the persons who signed the foregoing call were authorized to do so by vote of the congregation of the

Unity Presbyterian Church, a congregation of the Presbytery of Scioto Valley.

The congregation's vote on the pastoral call was:

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

(Signed) \_\_\_\_\_ Moderator of the Congregational Meeting



## Certification of Call

**This Pastoral Call is expressly made subject to the Sexual Misconduct Policy of the Presbytery of Scioto Valley and the provisions therein concerning leave of absence upon receipt of an allegation of sexual misconduct. All parties to this contract agree to be bound by such policy.**

### By the Presbytery of Scioto Valley (The Presbytery of Call)

This call has been reviewed by the Commission for Church Professionals of the Presbytery of Scioto Valley. The Commission recommends that the presbytery approve this call.

Date of Action \_\_\_\_\_ Signature \_\_\_\_\_  
Commission Moderator

This call was approved by the Presbytery of Scioto Valley (through action taken by its Commission as authorized by "Form of Government" G-3.0307 and the Standing Rules of the Presbytery).

Date of Action \_\_\_\_\_ Signature \_\_\_\_\_  
Stated Clerk

### By the Presbytery of Care or Present Membership

This call has been reviewed by the properly authorized committee or commission of the Presbytery of \_\_\_\_\_ which recommends that the presbytery find it expedient to release \_\_\_\_\_ to accept this call.

Date of Action \_\_\_\_\_ Signature \_\_\_\_\_  
Stated Clerk

### ACCEPTANCE OF THE PASTORAL CALL

I certify that I have received this call to undertake the work of Designated Co-Pastor of the \_\_\_\_\_ *Unity* \_\_\_\_\_ Presbyterian Church of \_\_\_\_\_ *Reynoldsburg* \_\_\_\_\_, Ohio, and that I am familiar with and understand the terms and conditions contained herein. I accept this Pastoral Call and the terms and conditions thereof.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_  
Teaching Elder/Candidate

[NOTE: Four (4) copies of the call are to be prepared and signed. Deliver the signed calls to the Presbytery of Scioto Valley stated clerk. Following presbytery action, copies will be distributed to the candidate, the calling congregation, the presbytery of care/present membership, and the Presbytery of Scioto Valley.]

The Presbytery of Scioto Valley of the Presbyterian Church (U.S.A.)  
**Call to an Installed Pastoral Relationship as  
 Designated Co-Pastor**

The Unity Presbyterian Church of Reynoldsburg, Ohio, a congregation in the Presbyterian Church (U.S.A.) organized by the authority of the Presbytery of Scioto Valley (G-1.02), functioning under the Church's constitution (G-1.02) and governed by ordained presbyters who come together in Councils in regular gradation (F-3.0203) called Session, Presbytery, Synod, and General Assembly (G-3.0101), being well satisfied with your qualifications for ministry and confident that we have been led to you by the Holy Spirit as one whose service will be profitable to the spiritual interests of our church and fruitful for the Kingdom of our Lord, earnestly and solemnly calls you, teaching elder

**Rev. Patricia A. Moats**

to undertake service as Designated Co-Pastor of this congregation and promises you in the discharge of your duty all proper support, encouragement, and allegiance in the Lord.

Your service shall begin on September 29, 2019 and continue until September 29, 2022 subject to dissolution at any time by the Presbytery under the provisions of G-2.09. This call is for 100 percent of full-time.

This call is issued under provisions set forth in the Presbyterian Church (U.S.A.) Book of Order (G-2.08), and the Book of Order shall govern all relationships established herein.

That you may be free to devote yourself fully to the ministry of Word and Sacrament among us, we promise and obligate ourselves to pay you during the time of your being and continuing in the pastoral relationship set forth in this call the following compensation, stated in annualized amounts, to be paid in regular monthly or semi-monthly payments, and the following specified professional expense reimbursements:

| <b>Effective Salary for Pension Calculation</b> |                             | <b>Professional Expense Reimbursements*</b> |                             |
|---|-----------------------------|---|-----------------------------|
| Cash salary                                     | <u>\$28,632</u>             | Auto expense (current IRS rate) and         |                             |
| Fair rental value of manse                      | <u>                    </u> | Business/professional expense               | <u>\$2,000</u>              |
| Housing allowance                               | <u>\$25,000</u>             | SECA supplement (up to 50%)                 | <u>\$4,103</u>              |
| Utility allowance                               | <u>                    </u> | Continuing education                        | <u>\$2,500</u>              |
| Deferred compensation                           | <u>                    </u> | Other allowances                            | <u>                    </u> |
| Other pensionable comp.                         | <u>                    </u> | Moving costs                                | <u>                    </u> |
| <b>Total Effective Salary</b>                   | <b>\$ <u>53,632</u></b>     |   |                             |

(Additional terms are set forth on an attachment. Yes  No )

Paid vacation leave 4 weeks, cumulative up to 6 weeks.  
 Paid continuing education leave 3 weeks, cumulative up to 4 weeks.

After six continuous years of service the teaching elder is eligible for three months Sabbatical Leave, per presbytery policy.

\*Specified expense reimbursements so noted must be itemized and will be paid as incurred, subject to the annual amount shown. Automobile expense shall be reimbursed at the applicable current IRS rate (published annually) and shall not include mileage commuting to and from work – Federal Tax Guide Paragraph 2370.

We will also pay regularly in advance to the board responsible for benefits, a sum equal to that requisite percent of your compensation which may be fixed by the General Assembly of the Presbyterian Church (U.S.A.) for participation in the Benefits Plan of the Presbyterian Church (U.S.A.), including both pension and medical coverage, during the time of your being and continuing in the pastoral relationship set forth in this call.

It is further mutually agreed that this call and the terms thereof, including the performance of your service and the adequacy of this compensation, will be reviewed with you on an annual basis.

You, the called teaching elder, by signing the acceptance of this call, assert that you have voluntarily joined the fellowship of believers (F-1.0302a), voluntarily become an active member of the Presbyterian Church (U.S.A.) by profession of faith, reaffirmation of faith or transfer of certificate (G-1.0302), voluntarily submitted to the government of this Church (G-1.0402), been ordained as a Teaching Elder (aka Minister of the Word and Sacrament) under the provisions of the Book of Order (G-2.0403, W-4.4000), expressed as a candidate or applicant understanding of the questions required at ordination (W-4.4003), and have responded affirmatively during ordination or the recognition of your ordination to the constitutional questions as set forth in the Book of Order (W-4.4003).

You, the called teaching elder, by signing the acceptance of the Pastoral Call, do acknowledge, accept and agree to fulfill the responsibilities and duties of the described office as set forth in the Book of Order and further agree that any complaint relating to this call or the terms thereof, the relationship with the congregation and/or governing bodies of the Church, or any action taken by such bodies shall be made through the procedures of the Church as set forth in the Book of Order.

We, the calling church, by signing this Call, agree to honor the terms of the call and to observe the responsibilities of the congregation as set forth in the Book of Order and further agree that any complaint relating to this call, the calling church's relationship with you, the called teaching elder, or to any action taken by governing bodies of the Church concerning this call and/or its relationship with you, the called teaching elder, shall be made through the procedures of the Church as set forth in the Book of Order.

In testimony whereof we have subscribed our names this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signatures of those elected by the congregation to sign the call and to present and prosecute the call before the Presbytery.

Having moderated the congregational meeting which extended this call to Rev. Patricia A. Moats for ministerial service, I do certify that the call has been made in all respect according to the rules laid down in the "Form of Government" of the Presbyterian Church (U.S.A.) and policies of the Presbytery of Scioto Valley, and that the persons who signed the foregoing call were authorized to do so by vote of the congregation of the

Unity Presbyterian Church, a congregation of the Presbytery of Scioto Valley.

The congregation's vote on the pastoral call was:

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

(Signed) \_\_\_\_\_ Moderator of the Congregational Meeting

## Certification of Call

**This Pastoral Call is expressly made subject to the Sexual Misconduct Policy of the Presbytery of Scioto Valley and the provisions therein concerning leave of absence upon receipt of an allegation of sexual misconduct. All parties to this contract agree to be bound by such policy.**

### By the Presbytery of Scioto Valley (The Presbytery of Call)

This call has been reviewed by the Commission for Church Professionals of the Presbytery of Scioto Valley. The Commission recommends that the presbytery approve this call.

Date of Action \_\_\_\_\_ Signature \_\_\_\_\_  
Commission Moderator

This call was approved by the Presbytery of Scioto Valley (through action taken by its Commission as authorized by "Form of Government" G-3.0307 and the Standing Rules of the Presbytery).

Date of Action \_\_\_\_\_ Signature \_\_\_\_\_  
Stated Clerk

### By the Presbytery of Care or Present Membership

This call has been reviewed by the properly authorized committee or commission of the Presbytery of \_\_\_\_\_ which recommends that the presbytery find it expedient to release \_\_\_\_\_ to accept this call.

Date of Action \_\_\_\_\_ Signature \_\_\_\_\_  
Stated Clerk

### ACCEPTANCE OF THE PASTORAL CALL

I certify that I have received this call to undertake the work of Designated Co-Pastor of the \_\_\_\_\_ *Unity* \_\_\_\_\_ Presbyterian Church of \_\_\_\_\_ *Reynoldsburg* \_\_\_\_\_, Ohio, and that I am familiar with and understand the terms and conditions contained herein. I accept this Pastoral Call and the terms and conditions thereof.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_  
Teaching Elder/Candidate

[NOTE: Four (4) copies of the call are to be prepared and signed. Deliver the signed calls to the Presbytery of Scioto Valley stated clerk. Following presbytery action, copies will be distributed to the candidate, the calling congregation, the presbytery of care/present membership, and the Presbytery of Scioto Valley.]

## **Appendix C: Congregational Rules**

## **Congregational Rules**

**of**

### **Unity Presbyterian Church, Inc.**

Rule 1. **Quorum.** The quorum necessary to conduct business at meetings of the congregation shall consist of the moderator, secretary, and ten percent (10%) of the active membership of the congregation on the day of the meeting as determined by the secretary. No meeting of fewer than three members shall be considered a congregational meeting. (*Book of Order G-1.0501*).

Rule 2. **Procedures.** Meetings of the congregation shall be conducted in accordance with the most recent edition of *Robert's Rules of Order Newly Revised*, except when it is in contradiction to the Constitution of the Presbyterian Church (U.S.A.). (see *Book of Order G-3.0105*).

Rule 3. **Annual Meeting.** The annual meeting of the congregation shall be held on the fourth Sunday of January. If the annual meeting must be rescheduled for any reason, it shall be held on the third Sunday of February.

Rule 4. **Notification.** Notice of a meeting of the congregation shall be given at regular services of worship, both in writing and from the pulpit, on two successive Sundays. The meeting may be convened following the notice given on the second Sunday. The business to be transacted at a special meeting shall be limited to items specifically listed in the call for the meeting. (*Book of Order G-1.0502*).

Rule 5. **Congregational Nominating Committee.** The congregation shall elect annually a nominating committee, drawn from and representative of its membership, for a term of one (1) year. The committee shall consist of three (3) active members of the congregation who are not currently serving on the session or the board of deacons, two (2) ruling elders who are currently serving on the session, and one deacon who is currently serving on the board of deacons. In addition, all pastors shall be members of this committee ex officio and without vote. No elected member of this committee shall serve more than three years consecutively. Any vacancy on the committee shall be filled at a special meeting of the congregation. (*Book of Order G-2.0401*).

Rule 6. **Deacons.** The congregation shall utilize the ordered ministry of deacons. The congregation shall have twelve (12) deacons organized as a board of deacons. The deacons shall be divided equally into three classes. (*Book of Order G-2.0202*).

Rule 7. **Elders.** The session shall include twelve (12) ruling elders. The ruling elders shall be divided equally into three classes.

Rule 8. **Elections.** Ruling elders and deacons shall be elected at a special congregational meeting normally held prior to November 30. Elections shall be conducted by ballot unless there is only one candidate for each office. (*Book of Order G-2.0401*).

Rule 9. **Terms of Service.** Ruling elders and deacons shall be elected to serve terms of three years on the session or board of deacons, except when elected to fill an unexpired term. Ruling elders and deacons shall be eligible for reelection. (*Book of Order G-2.0404*).

Rule 10. **Amendments.** These rules may be amended subject to the Constitution of the Presbyterian Church (U.S.A.) at any annual meeting or special meeting of the congregation by a majority vote of members present and voting. The proposed changes shall be included in the call of a special meeting at which the changes will be voted upon.

## **Appendix D: Session Rules**

**Session Rules**  
**of**  
**Unity Presbyterian Church, Inc.**

Rule 1. **Term for Clerk of Session.** The term for the clerk of session shall be one (1) year. (*Book of Order G-3.0104*).

Rule 2. **Term for Treasurer.** The term for the treasurer shall be one (1) year. (*Book of Order G-G-3.0205*).

Rule 3. **Quorum.** The quorum necessary to conduct business at meetings of the session shall consist of the moderator and a majority of the ruling elders in current service on the session, except for receiving and dismissing members, when the quorum shall be the moderator and two ruling elders in current service on the session. (*Book of Order G-3.0203*).

Rule 4. **Vacancies.** Vacancies on the session shall be filled at a special meeting of the congregation or at the next stated meeting of the congregation, as the session may determine.

Rule 5. **Email votes.** Because an email vote precludes a proper debate, it is appropriate only for motions that require no debate. Therefore, for an email vote to be valid, all members of the session must vote, and the vote must be unanimous. The vote shall then be reported by the clerk of session at the next stated meeting of the session so that it is recorded in the minutes.

Rule 6. **Amendments.** These rules may be amended subject to the Constitution of the Presbyterian Church (U.S.A.) at any stated meeting or special meeting of the session by a majority vote of members present and voting. The proposed changes shall be included in the call of a special meeting at which the changes will be voted upon.



## **Appendix E: Corporate Regulations**

# Corporate Regulations of Unity Presbyterian Church, Inc.

## Article I

### Objectives, Purposes, Formation, Limitations, Powers and Duties, Property

Section 1. **Purpose.** The purposes for which Unity Presbyterian Church, Inc. (the Corporation) is formed are more fully set forth in the Constitution of the Presbyterian Church (U.S.A.) (citations to the *Book of Order*), including the Great Ends of the Church (*Book of Order* F-1.0304):

- the proclamation of the gospel for the salvation of humankind;
- the shelter, nurture, and spiritual fellowship of the children of God;
- the maintenance of divine worship;
- the preservation of the truth;
- the promotion of social righteousness; and
- the exhibition of the kingdom of heaven to the world.

In furtherance of the Constitution of the Presbyterian Church (U.S.A.) and the purposes stated above, the Corporation shall exercise powers as set out herein.

Section 2. **Formation.** The Corporation is formed by Unity Presbyterian Church pursuant to the Constitution of the Presbyterian Church (U.S.A.). (*Book of Order* G-4.0101). Unity Presbyterian Church is a member church of the Presbytery of Scioto Valley in the Synod of the Covenant.

Section 3. **Authority.** In carrying out such purposes, the trustees and the Corporation shall be under the authority of the session and the congregation and shall, at all times and in all respects, conform to and support the Constitution of the Presbyterian Church (U.S.A.). The Corporation and all of its property, both real and personal, shall be subject to the Constitution of the Presbyterian Church (U.S.A.), as it is now or shall be, from time to time, amended, established, made, and declared by the authority of the Presbyterian Church (U.S.A.). (*Book of Order* G-4.0101).

Section 4. **Limitation of Powers and Duties.** The powers and duties of the Corporation and its trustees shall not infringe upon the powers and duties of the session or of the board of deacons of the church. The business of the Corporation shall be conducted in conformity with the Constitution of the Presbyterian Church (U.S.A.), as it is now or shall be, from time to time, amended, established, made, and declared by the authority of the Presbyterian Church (U.S.A.). In addition, the Corporation shall not engage in ultra vires acts. (*Book of Order* G-4.0101).

Section 5. **Powers and Duties.** The Corporation shall have the powers and duties granted by the Constitution of the Presbyterian Church (U.S.A.). (*Book of Order* G-4.0101):

- To receive, hold, encumber, manage, and transfer property, real or personal, for the congregation;
- To accept and execute deeds of title to such property;
- To hold and defend title to such property;
- To manage any permanent special funds for the furtherance of the purposes of the congregation.

In addition, to the extent not included in the above and not inconsistent with the Constitution of the Presbyterian Church (U.S.A.), the Corporation shall have all of the general powers of a nonprofit religious corporation organized under Chapter 1702 of the Ohio Revised Code.

Section 6. **All Property Held in Trust.** All property, both real and personal, is held in trust for the use and benefit of the Presbyterian Church (U.S.A.). (*Book of Order* G-4.0203).

Section 7. **Particular Property Requirements.** When buying, selling, and mortgaging real property, the board of trustees shall act only after the approval of the congregation granted in a duly constituted meeting. (*Book of Order* G-4.0101). The board of trustees shall not sell, mortgage, or otherwise encumber any of its real property and it shall not acquire real property subject to an encumbrance or condition without the written permission of the presbytery transmitted through the session. (*Book of Order* G-4.0206a). The Corporation shall not lease its real property used for purposes of worship, or lease for more than five years any of its other real property, without the written permission of the presbytery transmitted through the session. (*Book of Order* G-4.0206b).

Section 8. **Property Conveyances.** Pursuant to the Constitution of the Presbyterian Church (U.S.A.) (*Book of Order* G-4.0203), real property held or acquired by the Corporation, the church, the board of trustees, a trustee, or an unincorporated association will include the following language in the deed:

The premises herein conveyed shall be used, kept, and maintained by the grantee for Divine Worship and other purposes of its ministry as a particular church belonging to the Presbytery of Scioto Valley, subject to the provisions of the Constitution of the Presbyterian Church (U.S.A.). The grantee holds the property in trust pursuant to the provisions of the Constitution of the Presbyterian Church (U.S.A.).

## Article II

### Members

Section 1. **Eligibility for Membership.** Only persons eligible for membership in the congregation or council shall be eligible to be members of the corporation. (*Book of Order* G-4.0102). Only members on the active roll of the church shall be members of the Corporation and eligible for election as trustees. (*Book of Order* G-2.0401, G-4.0102). Ministers are not members of the congregation and, so, are not members of the Corporation. (*Book of Order* G-2.0503).

Section 2. **Active Members.** The roll of active members established and maintained by the session as prescribed by the *Book of Order* (G-3.0201c, G-3.0204a) shall determine those individuals who are active members from time to time.

## Article III

### Trustees

**Qualification; Election; Removal.** The directors of the Corporation are designated Trustees. The ruling elders on the session shall be the trustees of the Corporation. Election by the congregation and installation as ruling elder on the session of the church shall constitute a person a trustee of the Corporation. Trustees must also be eligible under civil law. Termination for any cause of the active service of a person on the session shall automatically terminate such person as a trustee of the Corporation. (*Book of Order* G-4.0102; Article of Incorporation IX).

## Article IV

### Meetings of the Board of Trustees

Section 1. **Annual Meeting.** The annual meeting of the board of trustees shall be held in conjunction with or immediately following the first meeting of the session of the church held after the annual meeting of the congregation of the church.

Section 2. **Procedures.** The meeting requirements and provisions of the Constitution of the Presbyterian Church (U.S.A.) shall govern. In addition to those requirements and provisions, these regulations provide specific guidance for the Corporation. Meetings shall be conducted in accordance with the most recent edition of *Robert's Rules of Order Newly Revised*, except when it is in contradiction to this Constitution. (see *Book of Order* G-3.0105).

Section 3. **Notices.** Notice of the time and place and in case of special meeting the purpose of every meeting of the board of trustees shall be in writing and shall be duly sent, mailed, or otherwise delivered to each trustee not less than ten (10) days before the meeting; provided, that no notice of any regularly scheduled or adjourned meeting need be given.

Meetings may be held at any time without notice if all of the trustees are present or if those not present waive notice of the time, place, and purpose of the meeting, either before or after the holding thereof.

Section 4. **Quorum.** A majority of the trustees shall constitute a quorum for the transaction of business, and the action of the board of trustees present at any meeting at which a quorum is present shall be the action of the board of trustees; provided, that if the trustees shall unanimously consent in writing to any action to be taken by the Corporation, such action shall be valid as corporate action as though it had been authorized at a meeting of the trustees. If at any meeting of the board of trustees there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum shall have been obtained.

Section 5. **Special Meetings.** Special meetings of the board of trustees may be held simultaneously with meetings of the congregation or immediately thereafter. Special meetings may be held at any time upon the call of session, the president or vice-president, or of not less than one-third of the trustees then in office.

Section 6. **Power and Authority.** The board of trustees shall have power and authority to carry out the affairs of the Corporation and in so doing may elect or appoint all necessary officers or committees; may employ all such employees as shall be requisite for the conduct of the affairs of the Corporation; may fix the compensation of such persons; may prescribe the duties of such persons; may dismiss any appointive officer or agent of the Corporation without previous notice. The board of trustees may, in the absence of an officer, delegate that officer's powers and duties to any other officer or a trustee for the time being.

Section 7. **Executive Committee.** The officers of the board of trustees shall constitute the executive committee. The executive committee shall have and exercise the authority of the board of trustees in the management of the business of the Corporation between the meetings of the board. The board of trustees may appoint such other committees, including therein persons who are not members of the board of trustees, as in the judgment of the trustees will be helpful in carrying on the work of the Corporation.

## Article V

### Meeting of Members

Section 1. **Annual Meeting.** There shall be an annual meeting of the members of the Corporation.

Section 2. **Place and Time.** Such meeting shall be held at the same place and time as the annual meeting of the congregation or immediately thereafter. Whenever permitted by civil law, both ecclesiastical and corporate business may be conducted at the same meeting. (*Book of Order G-1.0503*). Any stated or called meeting of the congregation shall be a meeting of the Corporation, and any business may be conducted that is appropriate to the Corporation.

Section 3. **Notices.** Notice of all meetings of members of the Corporation shall conform in all respects to the notice requirement of meetings of the congregation. (see *Book of Order G-1.0502*).

Section 4. **Procedural Requirements.** The meetings of the members shall be conducted to conform to the procedural requirements of meetings of the congregation and the provisions of the Constitution of the Presbyterian Church (U.S.A.). (see *Book of Order G-1.0503*). In addition to those requirements and provisions, these regulations provide specific guidance for the Corporation. Meetings shall be conducted in accordance with the most recent edition of *Robert's Rules of Order Newly Revised*, except when it is in contradiction to this Constitution. (see *Book of Order G-3.0105*).

Section 5. **Proxy Voting.** Voting by proxy is prohibited unless civil law specifically requires that voting by proxy shall be permitted as to that particular corporate matter. (*Book of Order F-3.0205*).

## Article VI

### Officers

Section 1. **Officers.** The board of trustees, as soon as may be after the election of trustees in each year, shall elect from their number a president of the Corporation, and may from time to time select one or more vice-presidents, assistant secretaries, and assistant treasurers. The clerk of session shall serve as Secretary of the Corporation. The treasurer elected by the session shall serve as treasurer of the Corporation (see *Book of Order G-3.0205*). The same person may hold any two offices except those of president and secretary. The board may also appoint such other officers and agents as may be deemed necessary for the transaction of the affairs of the Corporation. (Article of Incorporation X).

Section 2. **Term.** The term of office for all officers shall be one (1) year or until their respective successors are chosen. Any officer elected by the board of trustees may be removed from the office at any meeting of the board of trustees by the affirmative vote of a majority of the trustees then in office, whenever in their judgment the interest of the Corporation will be served thereby. The board of trustees shall have full power to fill any vacancies in any offices it is authorized to elect occurring for any reason whatsoever.

Section 3. **Powers and Duties.** The officers of the Corporation shall respectively have such powers and perform such duties in the management of property and affairs of the Corporation, subject to the control of the Trustees, as generally pertain to their respective offices, as well as

such additional powers and duties as may from time to time be conferred by the board of trustees. No action taken by the officers shall infringe upon the authority of the session of the church or of the board of deacons and all actions shall be in conformity with the Constitution of the Presbyterian Church (U.S.A.). Subject to this Section, these regulations and the articles of incorporation of the Corporation, the officers shall have the following powers and duties in regards to the Corporation:

A. The president shall: (1) preside at meetings of the Corporation and the board of trustees; (2) make such appointments as directed, authorized, or required, including appointing trustees to serve on committees who shall be responsible for reporting to the board of trustees of the activities of their respective committees; (3) execute any and all documents of whatsoever kind and nature necessary to carry out the purpose and functions of the Corporation; (4) be responsible for carrying out the directives and requirements of applicable law, these regulations, and the articles of incorporation; (5) in general, perform all duties incident to the office of president; and (6) perform such other duties as may from time to time be assigned by the board of trustees.

B. The vice president(s) shall: (1) assist the president in the exercise of his or her duties; (2) in the absence or inability of the president, execute the duties of the president; (3) in general, perform all duties incident to the office of vice president; and (4) perform such other duties as may from time to time be assigned by the board of trustees.

C. The secretary (clerk of session) shall: (1) perform for the Corporation those duties set out in the Constitution of the Presbyterian Church (U.S.A.) (see *Book of Order* G-1.0505, G-3.0104); (2) record all votes by the board of trustees; (3) be the custodian of the corporate seal, if any, and affix it to all documents to be executed on behalf of the Corporation under its seal; (4) in general, perform all duties incident to the office of secretary; and (5) perform such other duties as may from time to time be assigned by the board of trustees.

D. The treasurer (elected by the session) shall: (1) perform for the Corporation those duties set out in the Constitution of the Presbyterian Church (U.S.A.) (see *Book of Order* G-3.0205); (2) be responsible for the safekeeping of all funds and assets, except for those funds expressly assigned to the trusteeship of another; (3) be responsible for the filing of any and all tax and other financial reports as required by applicable law; (4) deposit all monies, drafts, and checks in the name of or to the credit of the church or Corporation at such banks or depositories as the board of trustees shall designate; (5) in general, perform all duties incident to the office of treasurer; and (6) perform such other duties as may from time to time be assigned by the board of trustees.

E. Assistant secretaries shall perform those duties of the secretary as directed by the board of trustees.

F. Assistant treasurers shall perform those duties of the treasurer as directed by the board of trustees.

Section 4. ***Checks, Notes, Drafts, and So On.*** The board of trustees may, from time to time, prescribe the manner of making signature or endorsement of bills of exchange, notes, drafts, checks, acceptances, obligations, and other negotiable paper or other instruments for the payment of money and designate the officer or officers, agent or agents, who shall from time to time be authorized to make, sign, or endorse the same on behalf of the Corporation.

## Article VII

### **Fiscal Year; Seal; Office**

Section 1. ***Fiscal Year.*** The fiscal year of the Corporation shall be January 1–December 31.

Section 2. ***Seal.*** The board of trustees shall provide a suitable corporate seal for use by the Corporation if deemed appropriate.

Section 3. ***Office.*** The principal office and mailing address of the Corporation is 6969 East Livingston Avenue, Reynoldsburg, Ohio, 43068-3015.

## Article VIII

### **Amendments**

The regulations of the Corporation may be amended or added to, or new regulations may be adopted, by the affirmative vote of two-thirds of the members of the Corporation; provided, that the regulations must at all times and in all respects remain in conformity with the Constitution of the Presbyterian Church (U.S.A.). (*Book of Order* G-4.0101, G-4.0203).

## Article IX

### **Indemnification and Insurance**

Section 1. ***Mandatory Indemnification.*** The Corporation shall indemnify any officer or member of the board of trustees of the Corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (including, without limitation, any action threatened or instituted by or in the right of the Corporation), by reason of the fact that he or she is or was a member of the board of trustees, officer, employee, agent, or volunteer of the Corporation, or is or was serving at the request of the Corporation as a member of the board of trustees, trustee, officer, employee, agent, or volunteer of another corporation (domestic or foreign, nonprofit or for profit), partnership, joint venture, trust, or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees, and transcript costs), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. A person claiming indemnification under this Section 1 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal matter, to have had no reasonable cause to believe his or her conduct was unlawful, and the termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, rebut such presumption.

Section 2. ***Court-Approved Indemnification.*** Anything contained in these Regulations or elsewhere to the contrary notwithstanding:

A. the Corporation shall not indemnify any officer or member of the board of trustees of the Corporation who was a party to any completed action or suit instituted by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a

member of the board of trustees, officer, employee, agent, or volunteer of the Corporation, or is or was serving at the request of the Corporation as a member of the board of trustees, trustee, officer, employee, agent, or volunteer of another corporation (domestic or foreign, nonprofit or for profit), partnership, joint venture, trust, or other enterprise, in respect of any claim, issue, or matter asserted in such action or suit as to which he or she shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Corporation or misconduct (other than negligence) in the performance of his or her duties to the Corporation unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio, or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, he or she is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

B. the Corporation shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 2.

Section 3. ***Indemnification for Expenses.*** Anything contained in these Regulations or elsewhere to the contrary notwithstanding, to the extent that an officer or member of the board of trustees of the Corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1, or in defense of any claim, issue, or matter therein, he or she shall be promptly indemnified by the Corporation against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees, and transcript costs) actually and reasonably incurred by him or her in connection therewith.

Section 4. ***Determination Required.*** Any indemnification required under Section 1 and not precluded under Section 2 shall be made by the Corporation only upon a determination that such indemnification of the officer or member of the board of trustees is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Section 1. Such determination may be made only:

A. by a majority vote of a quorum of members of the board of trustees of the Corporation who were not and are not parties to, or threatened with, any such action, suit or proceeding;

B. if such a quorum is not obtainable or if a majority of a quorum of disinterested members of the board of trustees so directs, in a written opinion by independent legal counsel other than an attorney retained previously by the Corporation, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Corporation, or any person to be indemnified, within the past five (5) years; or

C. by the Court of Common Pleas of Franklin County, Ohio, or (if the Corporation is a party thereto) the court in which such action, suit, or proceeding was brought, if any.

Any such determination may be made by a court under division (C) of this Section 4 at any time (including, without limitation, any time before, during, or after the time when any such determination may be requested of, be under consideration by, or have been denied or disregarded by the disinterested members of the board of trustees under division (A) or by independent legal counsel under division (B) of this Section 4). No decision for any reason to make any determination required under this Section 4, and no decision for any reason to deny any such determination, by the disinterested members of the board of trustees under division (A) or by independent legal counsel under division (B) of this Section 4 shall be evidence in rebuttal of the presumption recited in Section 1. Any determination made by the disinterested members



of the board of trustees under division (A) or by independent legal counsel under division (B) of this Section 4 to make indemnification in respect of any claim, issue, or matter asserted in an action or suit threatened or brought by or in the right of the Corporation shall be promptly communicated to the person who threatened or brought such action or suit, and within ten (10) days after receipt of such notification such person shall have the right to petition the Court of Common Pleas of Franklin County, Ohio, or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 5. ***Advances for Expenses.*** Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees, and transcript costs) incurred in defending any action, suit, or proceeding referred to in Section 1 shall be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding to or on behalf of the officer or member of the board of trustees promptly as such expenses are incurred by him or her, but only if such officer or member of the board of trustees shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue, or other matter asserted in such action, suit, or proceeding in defense of which he or she shall not have been successful on the merits or otherwise:

A. if it shall ultimately be determined as provided in Section 4 that he or she is not entitled to be indemnified by the Corporation as provided under Section 1; or

B. if, in respect of any claim, issue, or other matter asserted by or in the right of the Corporation in such action or suit, he or she shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Corporation or misconduct (other than negligence) in the performance of his or her duties to the Corporation, unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio, or the court in which such action or suit was brought, shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, he or she is fairly and reasonably entitled to all or part of such indemnification.

Section 6. ***Article IX Not Exclusive.*** The indemnification provided by this Article IX shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles of Incorporation or these Regulations or any agreement, vote of disinterested members of the board of trustees, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an officer or member of the board of trustees of the Corporation and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 7. ***Insurance.*** The Corporation may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any person who is or was a member of the board of trustees, officer, employee, agent, or volunteer of the Corporation, or is or was serving at the request of the Corporation as a member of the board of trustees, trustee, officer, employee, agent, or volunteer of another corporation (domestic or foreign, nonprofit or for profit), partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the obligation or the power to indemnify him or her against such liability under the provisions of this Article IX. Insurance may be purchased from or maintained with a person in which the Corporation has a financial interest.

Section 8. **Certain Definitions.** For purposes of this Article IX, and as examples and not by way of limitation:

A. A person claiming indemnification under this Article IX shall be deemed to have been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1, or in defense of any claim, issue, or other matter therein, if such action, suit, or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against him or her, without a conviction of him or her, without the imposition of a fine upon him or her, and without his or her payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against him or her or otherwise results in a vindication of him or her);

B. References to an “other enterprise” shall include employee benefit plans; references to a “fine” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the Corporation” shall include any service as a member of the board of trustees, officer, employee, agent, or volunteer of the Corporation which imposes duties on, or involves services by, such member of the board of trustees, officer, employee, agent, or volunteer with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” within the meaning of that term as used in this Article IX;

C. The term “volunteer” shall mean a member of the board of trustees, officer, or agent of the Corporation, or another person associated with the Corporation, who (i) performs services for or on behalf of, and under the authority or auspices of, the Corporation, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Corporation and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced, or reimbursed pursuant to this Article IX, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution, or similar arrangement; or (iii) modest perquisites.

Section 9. **Venue.** Any action, suit, or proceeding to determine a claim for indemnification under this Article IX may be maintained by the person claiming such indemnification, or by the Corporation, in the Court of Common Pleas of Franklin County, Ohio. The Corporation and (by claiming such indemnification) each such person consent to the exercise of jurisdiction over its or his or her person by the Court of Common Pleas of Franklin County, Ohio, in any such action, suit, or proceeding.

## Article X Dissolution

If the church is formally dissolved by the presbytery of which it is a member, or has become extinct by reason of the dispersal of its members, the abandonment of its work, or any other cause, all such property, both real and personal, present and future, as the Corporation may have shall be vested in and be the property of the Presbytery of Scioto Valley of the Presbyterian Church (U.S.A.), pursuant to the Constitution of the Presbyterian Church (U.S.A.), said Presbytery being an organization qualified under section 501(c)(3) of the Internal Revenue Code

of the United States. In the alternative, said property of the Corporation shall be held, used, and applied for such uses, purposes, and trust as the Presbytery may direct, limit, and appoint, or such property may be sold or disposed of as the Presbytery may direct in conformity with the Constitution of the Presbyterian Church (U.S.A.). (*Book of Order* G-4.0203, G-4.0205).