

PROVISIONAL SINGLE BOARD STRUCTURE JOINT COVENANT OF UNION

By and Between

Asbury United Methodist Church and Our Redeemer Lutheran Church

Effective January 1, 2014 Through December 31, 2015

I. PREAMBLE

Asbury United Methodist Church and Our Redeemer Lutheran Church were united by favorable vote of two thirds (2/3) of both congregations on November 17, 2013. We are one congregation, a tribute to the faith and vision of the two congregations. We will refer to the church as the Asbury/Our Redeemer Partnership.

II. THE CALL TO MISSION AND MINISTRY FOR THE CONGREGATION OF ASBURY/OUR REDEEMER PARTNERSHIP

We set forth to fulfill the mission of our Lord and Savior Jesus Christ as articulated by each of our founding denominations. We work with the United Methodist Church "To make Disciples of Jesus Christ for the transformation of the world" and with the Evangelical Lutheran Church in America to carry out "God's work, our hands."

Our ministry of **Living – Loving – Learning** will be exemplified by:

Living

...our lives together. As a united congregation, we are working to become a home in the Columbia River Gorge for the expression of faith through action. Our goals are to strive for intense discipleship formation; build relationships in our community; and accompany those in need.

Loving

...each other and everyone in our community, especially the most vulnerable. We value fellowship and openness. We share and rejoice in "God moments" in our lives as individuals and in our life together. We seek to love each other and our world in Christian faith.

Learning

....through valuing and encouraging spiritual growth. We provide Christian educational opportunities for children and adults as part of our faith community development. We acknowledge and embrace what it means to be a faith community. We strive to clearly explain what we do and why – in our worship, in our small groups and in our outreach.

III. AUTHORITY

The Asbury/Our Redeemer Partnership finds authority for traditions, rituals, sacraments, and other elements of Christian worship and experience from both the Evangelical Lutheran Church of America and the United Methodist Church.

The Asbury/Our Redeemer Partnership shall conduct its life and work under the plan of agreement between the Oregon Synod of the Evangelical Lutheran Church of America and the Oregon-Idaho Conference of the United Methodist Church. The Asbury/Our Redeemer Partnership shall be subject to the Constitution of the Evangelical Lutheran Church of America and the Discipline of the United Methodist Church. Whenever the constitutions of the denominations differ, the mandated provisions of one shall apply in all cases, wherever the other is permissive.

IV. LOCAL GOVERNANCE

A. MEETINGS OF THE CONGREGATION

1. There shall be an annual meeting of the Asbury/Our Redeemer Partnership in January of each year. The District Superintendent of the United Methodist Church and the Bishop of the Oregon Synod of the Evangelical Lutheran Church of America or their representatives shall be invited to attend.
2. Congregational meetings shall be moderated by the chair of the Board of Directors of the Asbury/Our Redeemer Partnership as defined in Section IV.B. Special meetings may be called by the Board of Directors of the church, or at the request of at least twenty-five percent (25%) of the Voting Members of the congregation as defined in Section V.A.3 of this document.

3. The quorum for any duly called meeting shall be 20% of the Voting Members. The pastor or his/her representative shall be present.
4. Notices of a meeting shall be published in the bulletin of the church, read from the pulpit for at least two (2) Sundays, and mailed in a letter to the members of the congregation prior to the time of such meeting. The meeting may be convened following the notice given from the pulpit on the second Sunday.
5. All congregational meetings shall be conducted in accordance with either (A) the church Covenant of Behavior which will be read aloud at the beginning of each meeting and which is attached to this Covenant as Exhibit A; or (B) Robert's Rules of Order; or (C) some other mutually agreeable consensus-building guideline.
6. When an election is necessary, candidates who meet the qualifications for office will be presented to the Board by the Nominating and Leadership Committee (see Section IV.C.c). Nominations of candidates who meet the qualifications for office may also come from the floor.

B. GOVERNING BODY

1. The governing body of the Asbury/Our Redeemer Partnership shall be the Board of Directors, hereinafter referred to as the Board. This Board has responsibility for all operations of the church except for specific Lutheran or United Methodist polity matters.
2. The Board shall meet at least quarterly and shall set policy in line with the Asbury/Our Redeemer Partnership mission.
3. The Board Chair shall be moderator of the Board. In his/her temporary absence, a moderator may be elected by the Board to preside in all matters, except those actions that are legally binding.
4. The Board shall consist of the pastor and six (6) individuals elected by the congregation. At least two members of the Board shall be Lutheran and two shall be United Methodist. Ex officio members, as required, of the Board and of all committees will have the privilege of full participation and discussion but will not have a vote on any issue.
5. The six (6) elected members of the Board shall be divided into three (3) groups of two (2), each elected to serve a three-year term. Each year one group will retire from office and an election will be held to fill the

vacancies. Provision shall be made for the appropriate installation of board members and officers.

6. Mid-term vacancies shall be filled by election at the next regular or specially called meeting of the congregation. An individual will then be elected to finish the vacated term and may serve two (2) additional terms.
7. A quorum shall consist of three (3) Board members and the pastor. The Board may meet without a quorum but may not take any official action or vote unless a quorum is present. A quorum for the transaction of business will be met as stated, including the pastor or interim pastor, except when the pastor or interim pastor requests to be absent and has given prior approval to an agenda of routine matters which shall be the only business of the meeting.
8. Each Board member may serve two (2) consecutive three-year terms but must wait one year before seeking or accepting another term.
9. The six (6) elected lay members of the Board shall be the trustees of the church for legal purposes unless restricted by civil law.
10. The Board shall elect one member to serve as Chair and one member to serve as Secretary of the Board. The Board shall appoint a Treasurer who may or may not be a member of the Board. If the Treasurer is not a member of the Board he or she will serve as an ex-officio member of the Board without vote.
11. All Board members shall be full members of the Asbury/Our Redeemer Partnership and meet requirements of Article V.A.3. (Voting Members).
12. The Lutheran members of the Board shall constitute the Lutheran Council, and these same Lutheran members will serve as the trustees for all property and financial holdings of Our Redeemer Lutheran Church. The United Methodist members of the Board will constitute the United Methodist Council, and these United Methodist members will serve as the trustees for all property and financial holdings of Asbury United Methodist Church.

C. STANDING COMMITTEES

The church shall have the following standing committees in place as support for the work of the Board. The members of the standing committees shall be elected by the congregation.

a. Pastor/Staff-Parish Relations Committee

- (1) The committee shall consist of five (5) members, four (4) individuals elected by the congregation, and the fifth is a member of the Board who may not serve as chairperson.
- (2) The four (4) elected members of this committee shall be divided into two groups of two (2) members; each elected to serve a two-year term. Each year one group will retire from office and an election will be held to fill the vacancies. Each member may serve two (2) consecutive two-year terms but must wait one year before seeking or accepting another term.
- (3) Mid-term vacancies shall be filled by election at the next regularly scheduled or specially called meeting of the congregation. An individual will then finish the vacated term and may serve two (2) additional terms.
- (4) For responsibilities of this committee see the Pastor-Parish Relations Committee Handbook of the Asbury/Our Redeemer Partnership.

b. Finance Committee

- (1) The voting members of this committee shall be the one Board Member and the two elected members.
- (2) The term of office for the two elected members will be three (3) years. The election of these two individuals will be staggered so that both are not elected in the same year.
- (3) All general operational funds, salaries and expenses of Asbury/Our Redeemer Partnership shall be handled by the Finance Committee. The Asbury/Our Redeemer Partnership will have a single operating budget and a single checking account to hold ordinary income from operations and to pay ordinary expenses of operation including payroll expenses and taxes, utilities and other operating expenses. The Asbury/Our Redeemer Partnership will prepare financial statements reflecting accurate collection of revenues and disbursement of expenditures.
- (4) The Finance Committee will equitably support both the United Methodist apportionments and Lutheran denominational contributions recommended to support the Evangelical Lutheran Church of America (ELCA).
- (5) All designated funds (e.g., memorial funds) shall be handled according to the documents establishing such funds.
- (6) See the Finance Committee Handbook of the Asbury/Our Redeemer Partnership for a description of the methods and procedures to be used by the Finance Committee.

(7) The Finance Committee shall prepare an annual budget to be approved by the Board and shall arrange for an annual audit of all financial records of the Asbury/Our Redeemer partnership.

c. Nominating and Leadership Committee

- (1) This committee shall consist of three (3) members, two of which are the retiring members of the Board. The third shall be an active member of the Board who may not serve as chairperson.
- (2) This Committee shall be formed on an annual basis.
- (3) The Nominating and Leadership Committee will be responsible for proposing a slate of qualified individuals for all elected positions on the Board and the Standing Committees. In addition, this committee will call individuals to serve as the leaders of the Ministry Teams (see section IV.D).

d. Denominational Councils

- (1) The members of the Board who identify themselves as Voting Members of the Evangelical Lutheran Church of America shall serve as the Lutheran Council.
- (2) The members of the Board who identify themselves as Voting Members of the United Methodist Church shall serve as the United Methodist Council.
- (3) As necessary, either council may include other members from their congregations to serve as *ex officio* members, without vote, of that denominational council.
- (4) The Lutheran Council and the United Methodist Council will have authority only in matters of church polity related to each denomination. The denominational councils will meet only when necessary to address such matters.

D. MINISTRIES

The church shall have the following standing ministry teams. These ministries shall report directly to the pastor. The Nominating and Leadership Committee, in consultation with the pastor, will designate a Ministry Team Leader for each team with overall responsibility for each area of ministry. The Ministry Team Leaders will call their own teams based on giftedness, skills and willingness to support the work of the team. The team leaders will work with the pastor to coordinate the ministries and to create handbooks or guidelines for the ministries so that roles and responsibilities are clearly understood. Each ministry shall have an operational budget approved by the Board and will obtain the approval of the Board for any expenditures in excess of budgeted amounts.

- a. Mission Ministry
- b. Christian Education Ministry
- c. Worship and Music
- d. Evangelism and Hospitality
- e. Building and Grounds

E. TASK FORCES

Task Forces for specific functions within the church will be commissioned as required and will function under the direction of the Board or a Standing Committee thereof.

- a. Known task forces:
 - (1) Stewardship (reports to the Finance Committee)
 - (2) Scholarship (reports to the Mission Ministry)
 - (3) FISH Building Task Force (consists of those persons appointed by the former council of Our Redeemer Lutheran Church to assume the responsibilities of coordinating and directing the FISH building project until such time as the building is completed and approved for occupancy by appropriate authorities having jurisdiction).
- b. Additional task forces may be proposed by Standing Committees, the pastor, or the Board. The existence and the duration of service of a task force shall be approved by the Board.

V. MEMBERSHIP

A. QUALIFICATIONS

1. Anyone may join as an **Active Member** of the Asbury/Our Redeemer Partnership by profession of faith in Jesus Christ, by confirmation, by presentation of a satisfactory certificate of church membership from another local church body, or, in the absence of such a certificate, by reaffirmation of faith in Jesus Christ. All members of Asbury United Methodist Church and all members of Our Redeemer Lutheran Church, as of November 17th 2013, will be Active Members of the Asbury/Our Redeemer Partnership. At the time new members join, they can choose to be affiliated with either denomination. Or, new members may choose to be Active Members of the Asbury/Our Redeemer Partnership without declaring affiliation with either denomination. Members who join without declaring affiliation of either denomination are not eligible to serve on denominational councils and may not be able to vote on matters that affect just one denomination.
2. An **Affiliate Member** is a person whose church membership resides elsewhere, but who wishes to be active in the life and work of the Asbury/Our Redeemer Partnership. An Affiliate Member is entitled to

all the rights and privileges of a full member except the right to vote in a congregational meeting, the right to serve on the Board or the right to serve on any of Standing Committees. He/she may serve and vote on all ministries of which he/she is a member.

3. To be considered a **Voting Member**, an individual must be an **Active Member**.

4. **Inactive Members**

- a. The Board may place on the inactive membership list any member who absents himself or herself from the church services of the Asbury/Our Redeemer Partnership for six consecutive months.
- b. Inactive members forfeit all voting rights as long as they remain on the inactive list.
- c. Inactive members desiring to be reinstated on the active membership roll may do so upon request and after recommendation by the Pastor. Voting rights will be reestablished as soon as the Board places the inactive member back on the active membership roll.
- d. The Pastor will make at least three attempts to contact inactive members for the purpose of encouraging them to resume active attendance and engagement with the congregation.
- e. The Board may terminate the membership of any individual whose name remains on the inactive list for a period of one year after sending that individual a letter notifying them of such termination and receiving no response within sixty days of mailing such letter.

B. RIGHTS AND RESPONSIBILITIES OF MEMBERSHIP

1. Voting Members may act and vote in all transactions of the congregation.
2. Active Members shall participate in worship and other congregational activities.
3. Voting by proxy shall not be permitted.

C. TERMINATION OF MEMBERSHIP

1. Letter of withdrawal: A member in good standing may, upon request:
 - a. Be granted a letter of transfer to any Christian church with that particular church being named in the Letter of Transfer.

- b. Be given a certificate of church membership and his/her name be removed from the roll if he/she wishes to join a church not in correspondence with the Asbury/Our Redeemer Partnership.
- c. Be released from membership and his/her name be removed from the roll.
- d. Periodically, the Board may send letters to anyone listed as an Active Member who has not been interacting with the Asbury/Our Redeemer Partnership for a significantly long period of time. Those individuals will be asked if they wish to remain as Active Members.

VI. MINISTERIAL RELATIONS

- A. The pastor of the Asbury/Our Redeemer Partnership shall be chosen by the method of either denominational tradition. A principle of alternating denominational preference is preferred in selecting pastor(s) although this principle is not binding. One denomination may defer to another if no candidates of that denomination are available.
- B. The pastor of Asbury/Our Redeemer Partnership shall request recognition in both denominational traditions of our church and fulfill his/her responsibilities to each.
- C. The pastor and the Asbury/Our Redeemer Partnership shall participate in the denomination's pension and benefit plans established by the pastor's denomination.
- D. The pastor and the members of the Asbury/Our Redeemer Partnership shall submit to the disciplinary procedures of the denomination to which either the pastor or the member belongs in the event of allegations of misconduct.
- E. The pastor shall be considered an ex-officio member of the Board, all standing committees of the Board, all ministries and all task forces but may not chair or have a vote on any of these.

VII. PROPERTY INCLUDING FINANCIAL ASSETS

- A. All funds, buildings, and property of Our Redeemer Lutheran Church, owned or acquired on or before November 17, 2013, shall remain as the responsibility of the Lutheran trustees who are the Lutheran members of the Board acting in their capacity as Lutheran Denominational Council.

- B. All funds, buildings and property of Asbury United Methodist Church, owned or acquired on or before November 17th, 2013, shall remain as the responsibility of the United Methodist trustees who are the United Methodist members of the Board acting in their capacity as United Methodist Denominational Council.

- C. The Asbury/Our Redeemer Partnership shall operate as a legal partnership between Our Redeemer Lutheran Church and Asbury United Methodist Church under the terms of this covenant of union until such time this partnership becomes an incorporated entity. The Asbury/Our Redeemer Partnership will take such action as is necessary to be recognized by the State of Oregon as an entity “doing business as” such partnership in order to be able to hire and compensate staff, pay expenses and incur obligations in the ordinary course of doing business in the State.

- D. The Board shall conduct the purchase and disposition of all property owned by the Asbury/Our Redeemer Partnership in a manner consistent with the two denominational disciplines.

- E. In the event of dissolution of the Asbury/Our Redeemer Partnership, any assets of this partnership, any property or assets owned by Our Redeemer Lutheran Church or Asbury United Methodist Church on or before November 17, 2013 shall be returned to the former owner of record. Any assets owned or acquired after November 17th 2013, following payment of any liens against the Asbury/Our Redeemer Partnership, shall be divided equally between the Oregon Synod of the Evangelical Lutheran Church and the Oregon-Idaho Conference of the United Methodist Church.

VIII. DENOMINATIONAL RESPONSIBILITIES

- A. The annual report, including membership statistics, will be furnished to both denominations in order to keep them informed of the current status of the Asbury/Our Redeemer Partnership.
- B. The Asbury/Our Redeemer Partnership shall give reasonable promotion to all enterprises of both parent denominations and shall support the same by appropriate apportionment and at the discretion of the Board. In return, the church shall receive from both denominations all the promotional and supervisory help accorded churches in the District and Synod.
- C. The representative(s) to the Oregon-Idaho Annual Conference of the United Methodist Church shall be elected by the congregation for a four (4) year term with no term limits. Persons resigning or vacating office of representative for any reason are replaced by action of the board, and an interim and then a

regular representative is elected to complete the term at the next regular annual meeting.

- D. The representatives to the Annual Conference of the Oregon Synod of the Evangelical Lutheran Church shall be elected by the congregation for a one (1) year term with no term limits.
- E. If the elected voting member(s) cannot attend, the Board shall appoint a replacement with full voting rights.
- F. The Board may appoint other ex-officio persons to represent the Asbury/Our Redeemer Partnership at denominational meetings, without vote.

IX. AMENDMENTS

- A. This Covenant of Union may not be altered or amended in any respect except at a duly called meeting of the Asbury/Our Redeemer Partnership, subject to the provisions of Article IV, Section A. Such amendment or alteration shall be made only after prior approval of the Asbury/Our Redeemer Partnership by a two-thirds (2/3rds) vote of those present and voting. A quorum must be present before such a vote can occur.
- B. Amendments and alterations are subject to consultation with and written approval of the District Superintendent of the Oregon-Idaho Conference of The United Methodist Church and the Bishop of the Oregon Synod of the Evangelical Lutheran Church.

X. TERM OF AGREEMENT

- A. This Covenant shall have a term of two years, beginning on January 1, 2014 and ending on December 31, 2015, unless amended as provided in Article IX, Amendments. Prior to the Term of the Agreement the Asbury/Our Redeemer Partnership will either: (A) vote to adopt a Constitution and By-laws as a single legal entity and incorporate as such; (B) vote to extend the term of this Covenant; or (C) vote to dissolve as provided in Article XII, Dissolution.

XI. CONFLICT OF LAWS

Wherever the constitutions or other applicable ecclesiastical laws of the two denominations differ, the mandatory provisions of one shall apply in all cases when the others are permissive. Wherever there are conflicting mandatory provisions, the governing authority of each denomination shall use their best efforts to resolve the conflict. To the extent there is any conflict between the laws of each denomination and the laws of the State of Oregon, the law of the State of Oregon shall govern.

XII. DISSOLUTION

The Asbury/Our Redeemer Partnership may be dissolved by a two-thirds vote of two congregational meetings, held not less than 90 days apart, subject to

consultation with and the concurrence of the ecclesiastical entity of the immediately related jurisdictions involved.

XIII. DENOMINATIONAL CONSTITUTION AND BOOK OF DISCIPLINE

A. During the term of this Covenant if there are provisions of this Covenant that conflict with the Constitution for Our Redeemer Lutheran Church ratified by the congregation on September 7, 2003 the terms of this Covenant shall prevail. The Oregon Synod of the Evangelical Church of America has authorized, approved and endorsed this action. During the term of this Covenant if there are provisions of this Covenant that conflict with the United Methodist Book of Discipline the terms of this Covenant shall prevail. The Oregon-Idaho Conference of the United Methodist Church has authorized, endorsed and approved this action.

Joint Ministry Leadership Team November, 2013

Jill McBee, Chair
Roger Blashfield
Donna Fitch
Mari Matthias
Cindy Murahashi
George Pantely
Jean Sheppard
Bob White