

AGREEMENT FOR A UNION CONGREGATION

The Community Church, Babcock Ranch, FL (the “union congregation”), a union congregation formed with the approval of the Florida-Bahamas Synod of the Evangelical Lutheran Church in America (the “Synod”) and the Peace River Presbytery of the Presbyterian Church (USA) (the “Presbytery”) establishes and accepts the following Agreement:

SECTION I: FOUNDATIONAL PRINCIPLES FOR GOVERNANCE:

- a. This union congregation shall be equally subject to the constitutions of both the Synod and Presbytery.
- b. This union congregation shall confess and teach the faith of the Church as declared and embraced by the related church bodies, including confession of:
 1. the Triune God—Father, Son, and Holy Spirit;
 2. Jesus Christ as Lord and Savior and as the Word of God incarnate;
 3. the Gospel as the power of God for the salvation of all who believe;
 4. the canonical Scriptures of the Old and New Testaments as the inspired written Word of God and the authoritative norm of the Church’s proclamation, faith, and life; and
 5. the ecumenical creeds as true declarations of the faith of the Church.
- c. This union congregation shall fulfill the primary purposes of the related church bodies for ministry and mission in this congregation. In so doing, this union congregation shall provide for the worship of God, nurture and instruction in the Christian faith, and participation in God’s mission in the world through the Church.
- d. This union congregation shall cause a corporation to be formed, to the full extent, which shall include in its articles, charter, and constitution the substance of subparagraph a. above.

SECTION II: MEMBERSHIP

- a. Members of this Congregation shall be considered members of this Congregation and of the ELCA and the PC(USA) and the Synod and the Presbytery.
- b. Persons desiring membership shall not be hindered or denied membership based on race, ethnic identity, sexual orientation, or gender identity and shall not be restricted from any service, ministry, or participation in this Congregation.
- c. Members shall be classified as follows:

- a. *Baptized* members are those persons who have been received by the Sacrament of Holy Baptism in this congregation or, having been previously baptized in the

name of the Triune God, have been received by certificate of transfer from other Lutheran or Presbyterian congregations or by affirmation of faith.

- b. *Confirmed* members are baptized persons who have been confirmed in this congregation; those who have been received by adult baptism or by transfer as confirmed members from other Lutheran or Presbyterian congregations; or who are baptized persons received by affirmation of faith.
- c. *Voting* members are confirmed members. Such confirmed members, during the current or preceding calendar year, shall have communed in this congregation and shall have made a contribution of record to this congregation.
- d. *Associate* members are persons holding membership in other congregations who wish to retain such membership but desire to participate in the life and mission of this congregation. These individuals have all the privileges and duties of membership (except voting rights) or other rights and privileges ascribed to voting members by the provisions of the constitution and bylaws.
- e. *Seasonal* members are voting members of other congregations who wish to retain such membership but desire to participate in the life and mission of this congregation, including exercising limited voting rights in this congregation. The Constitution of the congregation shall detail the voting rights of seasonal members.

SECTION III: PROPERTY

a. All property of this union congregation, real and personal, shall be transferred to the corporation formed in Section I(d) above. The new corporation shall be the legal successor of any predecessor corporations, and it shall be bound to administer any trust, property, money bequests, or other assets received in accordance with the provisions of the original agreements and provisions relevant to such receipts. All liabilities of the consolidating congregations shall be liabilities of this union congregation. In any state where church corporation is forbidden, the purposes of this subparagraph shall be achieved in harmony with the law of that state.

b. This Agreement for a union congregation establishes that the congregation shall hold the property title. However, before selling, mortgaging, or using the property as collateral for any transaction, both judicatory bodies must approve such an action. The constitution for the union congregation shall reflect that its property is held in trust for the Synod and Presbytery. This dual-trust clause allows for shared control and is intended to avoid disputes in the event of dissolution. In the event of dissolution, each denomination shall have equal control. Any decision to sell, mortgage, or encumber real estate shall require approval from both the Synod and the Presbytery, and their judicatory bodies with such authority (PC(USA) and ELCA).

c. In the event of dissolution, once all assets are liquidated and all debts are paid, any remaining funds shall be distributed in proportion to the financial contributions or assets

invested by each denomination within a year of this agreement being made. This prevents potential disputes and establishes clear financial expectations for both judicatories.

SECTION IV: LEADERSHIP AND DISCIPLINE

a. This Congregation agrees to call pastoral leadership from the rosters of the ELCA or the PC(USA)_ in accordance with call procedures established under the direction of both judicatory heads of the Presbytery and the Synod, and with the guidance and approval of both judicatory heads. In the event of the need for the replacement of the pastor, the congregation shall notify the judicatory head of the Judicatories and request their assistance in initiating the search. The process shall follow the standard procedures of the Presbytery and the Synod. The duties of the pastor of this Congregation are described in the canons and constitutions of the ELCA and PC(USA), and the pastor of this Congregation shall fulfill them to the best of his or her ability. The pastor serving under call or contract with the Congregation will make diligent effort to comply with the requirements of both Judicatories in serving the Congregation. Pastoral leadership shall, among his or her other duties, be responsible for presiding at and providing for the worship life of the Congregation. He or She may delegate presiding roles to other clergy or authorized presiders and assisting roles to those properly chosen and trained at his/her discretion. The worship life of the Congregation shall make faithful use of and be primarily based upon or derived from the approved rites and ceremonies of the ELCA and the PC(USA). The pastor and those who assist in worship planning shall endeavor to make use of and to creatively and responsibly combine liturgical resources of both churches and other appropriate resources and to effectively enculturate the rites and ceremonies in such a way as to express the mission of the Congregation in worship.

b. The pastor of this Congregation shall be compensated within the guidelines of the Judicatory in which (s)he is rostered, this being considered the minimum compensation, said compensation agreement to be signed contract attached to the document by which the pastor is called and annually revised and renewed thereafter. It is expected that an ordained minister called or contracted for service in this union congregation shall participate in her or his church body's pension and benefits plan.

c. The ordained minister shall be subject to discipline as prescribed in the constitution and bylaws of the church body in which the ordained minister is rostered or holds membership.

d. In the event of misconduct or disputes, the denomination- with which the ordained minister is rostered shall take primary responsibility for the disciplinary process, with consultation and joint oversight from both judicatory bodies when necessary or advisable. Both judicatory heads should be in communication and fully informed during this process.

e. The union congregation retains the right to terminate a pastoral call as provided in its constitution. This right is not limited to situations where discipline process may not require the removal of the ordained minister.

f. All members of this union congregation shall be under the discipline of this congregation's governing document according to rules agreed upon in harmony with the constitution of each related church body where they coincide, and in harmony with the mandatory provisions of the constitution of each related church body where the provisions of the other church body are permissive, and at the choice of this congregation upon approval of the judicatories where provisions of the related church bodies may be contradictory.

g. Substantive complaints against the actions of this union congregation's council may be taken under the constitutional provisions of appeal only in one church body, according to the choice of the complainant, and once being complained to one church body, no other church body shall accept jurisdiction on the same matter. Decisions finally made in the appeal by the entity to which the appeal was made shall be final and binding on the congregation council and the congregation's members. The other judicatories will be notified of this case.

h. Wherever the constitutions of the church bodies differ, the mandatory provisions of one shall apply in all cases when the others are permissive. Wherever there are conflicting mandatory provisions (except as provided in sub-paragraph n. above), this union congregation shall petition the appropriate ecclesiastical entity of immediate oversight to seek, in the prescribed manner, an authoritative interpretation or constitutional amendment to resolve the conflict.

SECTION V: GOVERNANCE

a. This union congregation shall elect from among its members a congregation council to act as a board of directors. The congregation council shall have the powers delegated to it by this union congregation. The number of members of the council and designation of officers shall be as prescribed in this congregation's governing document.

b. The Synod and Presbytery agree to work cooperatively with regard to procedures and methods for oversight and support of this Congregation, for calculating its membership, assessments and apportionments, and resolving conflicts between the governing provisions of the various church bodies. No provision of this Agreement shall be construed as modifying or amending the constitutions and other governing provisions of the ELCA or the PC(USA), the Synod, or the Presbytery in application to any but the union congregation organized under this agreement.

c. The formation of a joint congregation council shall adhere to both the ELCA and PC(USA) guidelines. The congregation council should include balanced representation from both traditions. Regular reviews of the governance structure should occur to ensure it remains functional and fair, especially during a change in ordained leadership.

d. The members of the congregation council shall be elected in harmony with the constitutional provisions outlined in its constitution as interpreted by Section IV of this agreement.

e. Members of this union congregation shall elect representatives to attend all judicatory meetings and shall be eligible to attend meetings of either denomination involved in the union.

f. Both the ordained minister and the union congregation shall file appropriate annual reports with each judicatory and/or national office. For reporting purposed to the judicatory bodies, half of the membership and attendance shall be reported each church office body.

SECTION VI: PAYMENTS TO JUDICATORIES

a. Congregation support of the Synod and Presbytery shall be paid equally to each judicatory. Half of membership of the union congregation will be reported to each church body office.

SECTION VII: RELOCATION, DISAFFILIATION AND DISSOLUTION

a. Should this Congregation wish to relocate, it shall confer with the judicatory head of the Presbytery and the Synod before any steps on such an action, with Presbytery and Synod Council approval being necessary.

b. Should this congregation desire to sever its relationship with either the Presbytery or the Synod, or both, the iudicatory head of the Presbytery and the Synod shall consult with the congregation as to the procedure and applicable constitutional and canonical provisions. Under no circumstances may any properties, real or otherwise, or any monies be distributed to anyone during a consideration to sever relationship to the judicatory(s) without express approval of both judicatory heads and/or of the presbytery and synodical governing bodies. In the event of disaffiliation from either judicatory, property of the Congregation shall be distributed in the same method as in a complete dissolution.

c. This union congregation may be dissolved by a two-thirds vote of two congregational meetings, held not less than 90 days apart (unless a longer time frame is required under the judicatories constitution), subject to consultation with and the concurrence of the judicatories involved and in accordance with all relevant constitutions and other governing documents. In case of dissolution of this union congregation, once all assets are liquidated and all debts are paid, any remaining funds shall be distributed in proportion to the financial contributions or assets invested by each denomination within a year of this

agreement being made. Each judicatory shall provide financial documentation of contributions made to determine proportional distribution.

d. No provision in the items above shall be construed as modifying or amending the constitutions of the related church bodies in application to any but union congregations organized under the appropriate provisions of the related church bodies.

CONFLICT RESOLUTION POLICY FOR THE UNION CONGREGATION

I. FOUNDATIONAL PRINCIPLES FOR DISPUTE RESOLUTION

This conflict resolution policy is established in accordance with the Agreement for a Union Congregation and shall be guided by the constitutions of both the Evangelical Lutheran Church in America (ELCA) and the Presbyterian Church (USA) (PC(USA)). The goal of this policy is to provide a structured and fair process for resolving disputes while maintaining the unity and integrity of the union congregation.

II. GENERAL CONFLICT RESOLUTION PROCESS

1. Direct Resolution

- Members and leaders of the congregation are encouraged to resolve conflicts directly through open dialogue in a spirit of Christian reconciliation before engaging formal processes.

2. Congregational Mediation

- If direct resolution fails, disputes shall be presented to the congregation council, which serves as the governing body.

- The council shall appoint a Conflict Resolution Committee, composed of equal representation from both denominational traditions, to mediate disputes.

- The committee shall seek resolution in harmony with the constitutions of both denominations, prioritizing shared principles and ensuring compliance with the governing document.

3. Escalation to Judicatories

- If the Conflict Resolution Committee cannot resolve a dispute, the matter shall be referred to the appropriate judicatory of either or both denominations, depending on the nature of the conflict.

- In cases where both ELCA and PC(USA) policies may apply, the council shall petition the appropriate ecclesiastical entities for guidance or an authoritative interpretation.

4. Appeal Process

- Substantive complaints regarding council actions may be appealed to either the ELCA or PC(USA), but only one judicatory body may accept jurisdiction for the appeal.
- Once an appeal is filed with one denomination, the decision rendered shall be final and binding, and no appeal may be made to the other denomination.
- The judicatory not handling the appeal shall be notified of the case to maintain transparency.

III. CONFLICT RESOLUTION IN MATTERS OF CLERGY

1. Discipline and Oversight of Ordained Ministers

- The ordained minister of the union congregation is subject to the discipline and oversight of the denomination in which they are rostered or hold membership.
- If the pastor is rostered in the ELCA, the resolution process shall follow ELCA constitutional and disciplinary procedures, with the Florida-Bahamas Synod overseeing the process.
- If the pastor is a PC(USA) teaching elder, the process shall adhere to the rules of the Peace River Presbytery, following the Book of Order's provisions on discipline.
- Both judicatory heads must remain informed and in communication throughout any disciplinary proceedings.

2. Resolution of Clergy-Related Disputes

- If a conflict arises concerning the pastor's leadership that does not warrant formal discipline, the congregation council shall first engage in mediation with the pastor, consulting judicatory representatives as needed.
- If mediation fails and a resolution cannot be reached, the judicatory responsible for the pastor shall make a final determination regarding employment, disciplinary actions, or other necessary steps.

3. Termination of Call or Contract

- The congregation council must consult with both judicatory bodies prior to any termination decision to ensure proper due process.

IV. CONFLICT RESOLUTION IN FISCAL AND ASSET MATTERS

1. Property Ownership and Use

- All real and personal property of the union congregation shall be held by the congregation. However, prior to selling, mortgaging, or using the property as collateral for any type of transaction both judicatory bodies must approve such an action in accordance with the Agreement for a Union Congregation.

- Any disputes that can not be resolved at the congregation level related to the use, sale, mortgage, or encumbrance of church property must be reviewed and approved by both judicatory bodies before any action is taken.

- The congregation council shall mediate property disputes internally, but if a resolution cannot be reached, the matter shall be escalated to both the Florida-Bahamas Synod of the ELCA and the Peace River Presbytery for arbitration.

2. Fiscal Disputes

- The congregation shall maintain transparent financial records, and any fiscal disagreements shall be resolved first within the congregation council.

- Benevolence giving and per capita assessments shall be divided equally between the ELCA and PC(USA), as stipulated in the Agreement. If disputes arise regarding financial contributions, they shall be mediated by the Conflict Resolution Committee with guidance from both judicatory financial officers.

- If a financial dispute escalates beyond the council's ability to resolve, it shall be referred to both judicatory treasurers for resolution.

3. Dissolution of the Union Congregation

In the event of dissolution, once all assets are liquidated and all debts are paid, any remaining funds shall be distributed in proportion to the financial contributions or assets invested by each denomination within a year of this agreement being made. This prevents potential disputes and establishes clear financial expectations for both judicatories.

IV. CONFLICT RESOLUTION BETWEEN THE JUDICATORIES

1. In the event that the judicatories are unable to come to a mutual agreement on an issue arising hereunder, they shall retain a dispute resolution specialist either mutually agreed upon between the judicatories or recommended by a third full-communion denomination (e.g. Episcopal, United Church of Christ, Methodist, etc.) to either mediate a resolution or make a binding resolution, which the congregation and the judicatories will abide by.

VI. GOVERNING AUTHORITY AND INTERPRETATION

1. Governing Document Compliance

- Any resolution process must align with the governing document of the union congregation.
- Where denominational constitutions differ, mandatory provisions of one shall apply when the other's are permissive.
- In cases of conflicting mandatory provisions, the congregation shall seek an authoritative interpretation from the both judicatories.

2. Annual Review of the Conflict Resolution Process

- The congregation council, in consultation with both judicatory bodies, shall review and update the conflict resolution policy as needed to ensure continued effectiveness.

By adhering to this policy, the union congregation ensures that disputes—whether personal, financial, or structural—are handled fairly, efficiently, and in alignment with the governing principles of both the ELCA and PC(USA).

Rev. Robert A. Rose
Acting Bishop
Florida-Bahamas Synod (ELCA)

Rev. Dr. Randy Moody
Stated Clerk
Peace River Presbytery PC(USA)

Date

Date