

## First Christian Church Board Minutes – **APPROVED**

April 3, 2023, 7:00pm, **Action Items in RED**

Name	Position
David Sisson	At Large Board Cabinet
Don Zobel	At Large Board Cabinet
Linda Stinson	At Large Board Cabinet
Mary Frederick	At Large Board Cabinet
Teanna McMahan	At Large Board Cabinet
Mary Cotton	Clerk of Board
Susan Latham	Deacon Rep. Board Cabinet
Chuck Varner	Elder Rep. Board Cabinet
Lee Mason	President
Matt Gordon	Sr. Minister
Janet Chenard	VP Finance
Beth Baird	VP Personnel - Shared
Tom Frederick	VP Personnel - Shared
Steve Herb	VP Program

### Attendees:

Members: Tricia, David, Don, Tom, Mary F, Teanna, Linda, Lee, Matt, Steve, Mary C., Janet

Absent: Chuck

### Devotion: - Linda Stinson

### Approve Minutes January 13, 2023 Board Meeting - All

Linda moved we approve the minutes as amended. Teanna seconded the motion and all approved.

### Review 10 Rivers MOU Email Vote – Lee

Board voted to ratify the email vote as approved.

Name	Position	Ten Rivers MOU (02/14)
David Sisson	At Large Board Cabinet	Y
Don Zobel	At Large Board Cabinet	Y
Linda Stinson	At Large Board Cabinet	Y
Mary Frederick	At Large Board Cabinet	Y
Teanna McMahan	At Large Board Cabinet	Y
Mary Cotton	Clerk of Board	Y
Susan Latham	Deacon Rep. Board Cabinet	Y
Chuck Varner	Elder Rep. Board Cabinet	Y
Lee Mason	President	Y
Matt Gordon	Sr. Minister	Y
Janet Chenard	VP Finance	Y
Tom Frederick	VP Personnel - Shared	Y
Steve Herb	VP Program	Y
Yes		13
No		0
No Record		0

### 2023 Officer Nomination Report– Lee (see attached)

Nominating Committee: Lee, Mary C., Tom F., Tricia Martin, Sherry Sisson

We were graced by many people continuing in their current role. It was very hard to recruit a VP of Finance, and we are very fortunate to have Janet continue when no replacement could be found. Many thanks go to Tricia Martin who agreed to be a Co-VP to assist with the work load. Thanks to Pat Malone for assisting in the history for the Emeritus nominations.

The Board is the same. The new Trustee is John Evans. As noted in the ballot, continuing Trustees are Michelle Varner and Carol Garbacik that will all have access to permanent funds at Christian Church Foundation and to our Safe Deposit box. We have six new Elders for this year. Surprisingly, the Deacons were the second hardest to recruit even with the new rule that they do not have to be members. Lee stated that for every three we asked only one accepted. We have six, however, and some are volunteering for the first time. We will continue to look for two more Deacons.

Linda moved to approve the officers as proposed. It was seconded by Steve and all approved.

#### **Clerk's Note: See Attached Statement**

The attached Clerk's Note states that by passing the ballot, we are approving those people to transact business and have access to financial accounts according to our By-Laws and Policies.

Also note that check signers include the Chair of House & Grounds, Bruce Cotton, who is appointed by the Vice-President of Finance as per our By-Laws.

## **Bylaws & Constitution Editing Report – Mary** (see attached)

### Summary of Changes to By-Laws & Constitution

#### Constitution:

1. Clarify Deacon/Elder Members of Committees
2. Clarify votes allowed for shared offices.
3. Change Quorum Requirement to 35 for Congregational Mtgs

#### By-Laws:

1. Clarify voting rights of ex-officio and co-officer members.
2. State Specifically that Co-Officers are allowed.
3. Clarify and add Presidential roles.
4. Appoint the Chair of the Disciples House Advisory Committee
5. Changed Minimum number of Elders and Deacons
6. Clarify relationship of standing committees to the Board.
7. Document correct process and documentation for email Board votes.
8. Adjust term and required number for the Pastor/Parish committee.
9. Add Disciples House Advisory Committee as approved in Oct & Jul 2019.

Steve moved to approve all Constitution updates as presented. David seconded and all approved. The Constitution changes will be taken to the Congregation to approved on April 30, 2023.

David moved for approval of all By-Laws updates as presented. Don seconded and all approved.

## **Program cabinet for Craft Fair proceeds – Steve**

This year is the year we select an external group to benefit. Program selected the Mid-Valley Chapter of NAMI Oregon. NAMI is the National Alliance on Mental Illness. Finance approved this recipient and is sending the motion to the board for approval

Steve seconded this motion and all approved.

## **Ensuring a safe environment for all - Matt**

**Constitution: Section 3. Declaration.** *First Christian Church of Corvallis, Oregon, is opposed to doctrines and acts of hatred, harassment, vandalism or violence based on race, gender, religion, national origin or sexual orientation. This Congregation offers encouragement and support to individuals and groups who work for mutual understanding, respect and cooperation among all.*

Personnel has been meeting and looking at our safe and harassment free environment. Harassment can be staff to staff, member to member, staff to member, etc. If you see something, say something to Matt, Lee or any member of

the Board. This includes guests and our non-profits using our building. We want to take action if needed with possible training or processes for reporting.

**Questions:**

Does staff get harassment training annually which is typical in for profit companies. They learn what harassment is and also how to handle harassment when it comes.

It was agreed that Training would be good with such topics as required reporting. Regional has a requirement for ministers to take training. Our personnel policy has documentation and that is reviewed with staff by the minister. Janet mentioned some excellent webinars available.

**ACTION ITEM:**

**JANET:** send ideas and links for online harassment training for staff

**Policies for Approval from Finance – Janet** (see attached)

Finance is putting forth motions to approve all of these policies.

**410 – Banking and church ext. asset management**

Deals with Check Signing and facilitates our banking and asset mgmt. processes such as transfers between accounts. Changed the Trustee to not have the responsibility over the Church Extension which no longer has permanent funds.

Expansion of Policy #410 Check Signing Policy to be “Banking and Church Extension Asset Mgmt.” Policy – Outlines procedure for Treasurers and VP’s to be able to code invoices, sign checks and withdrawal forms for both the main bank account and Church Extension Flex Acct, and clarifies transfer of funds policies.

Steve seconded and all approved.

**417 – Vendor Approval Policy**

Changes Vendor Approval Policy #417 to allow for revised list being presented/approved at Finance Cabinet during second meeting (February) of the year, due to budget being a long topic in January, and no major risk.

Linda seconded and all approved

**420 – Credit Card policy**

Change of Policy #420 on Credit Cards, for user to submit original credit card receipt, coded with the applicable fund, in lieu of a voucher for Treasurer’s use in paying credit card bill.

Simplified the charge record and account to be debited for the staff credit card. Becca & Matt have this credit card.

**ACTION ITEM:**

**JANET:** Change “Admin Assistant” to “Office Manager”.

Dave seconded the motion with the amendment of the staff title change as documented herein and all approved

**440 – Investment & Stock account signers**

Approval of Policy #440-22 change to remove Church Extension account as being subject to Trustee signatories (based on changes to Policy #410), and leaving them as signatories on Permanent Fund accounts.

Dave seconded and all approved.

**450 – Cash & Money Handling**

Policy 450 – Cash and Money Handling – small changes to add language clarifying current practices.

Regarding Craft Fair in particular, when members are counting money including coins, there needs to be a note left for the treasurer with the day’s calculation for fund raisers and events. The treasurer then counts to make sure it is

the same as the member counted with receipts that cover that amount. Envelope and expense receipts will be given to the Treasurer for filing.

In Fellowship events, organizers may remove the amount they are owed from the donations. This also clarifies that the people managing the event people always count the money before leaving it with the Treasurer.

Linda seconded and all approved.

### **FCC-AYSO MOU – Mary** (see attached)

The proposal is to extend the life of the MOU because it started just as the Pandemic started, and AYSO was not allowed use of the room for 2 years.

Much discussion ensued with many differing points of view. It was generally decided that we still had time to discuss the extension in the coming years before it expires. At that time, it is desired that the proposal goes through cabinets for a proposal to the Board.

### **Stone Soup MOU – Matt** (see attached)

This is just a review of the status and potential changes so far. Discussions are still ongoing with Stone Soup.

Final changes will go through a new committee formed by the Program cabinet for reviewing mission partnerships as well as approval by both cabinets.

We currently have a very short agreement from 2015. Stone Soup has offered to cover some security costs. And, Matt wanted to jump on that offer and bring the MOU up to date with more details such as we have done with other groups using our building.

Storage has come up as a contentious conversation.

#### **Questions:**

What is the security they are offering? Current plan would be that we would hire someone such as we did in the past with Paladin Kevin.

Will that person be here other than at meal times? Yes, and that person would also cover AFTER the meal encouraging people not to stay on the property. We are not a shelter.

Perhaps a contractor such as a security firm. That person/firm could move with them from location to location.

If we hire the person to work for us, as we did with Kevin, this will work with our employer responsibilities and liabilities.

#### **ACTION ITEM:**

**Tom Frederick volunteered to do the Devotion June 6, 2023**

#### **ACTION ITEM:**

**Board Members Mark Your Calendar:**

#### **NEXT MEETINGS:**

##### **Board Meeting**

Monday, June 5, 2023, 7 pm

##### **Congregational Meeting for approval of Ballot & Constitution**

April 30, 2023, 11am

### **Closing Prayer - Matt**

**CLERK'S NOTE:**

By passing this ballot and per board policy 410, the following individuals based on their positions will be check signers on the Oregon State Credit Union Account:

Ann Smart, Co-Treasurer  
Sherry Sisson, Co-Treasurer  
Tom Garbacik, Co-Treasurer  
Lauri Morris, Backup Treasurer  
Lee Mason, President  
Elizabeth Baird, Co-Vice President of Personnel  
Tom Frederick Co-Vice President of Personnel  
Janet Chenard, Co-Vice President of Finance  
Patricia Martin, Co-Vice President of Finance  
Steve Herb, Vice President of Program

Additionally, per board policy 410, the Finance Cabinet has approved the following individuals as check signers on the Oregon State Credit Union Account:  
Bruce Cotton, Chair of House and Grounds

By passing this ballot per out bylaws which state that the trustees shall be responsible for the safe deposit box at the Oregon State Credit Union, the following are the authorized safety deposit box signers:

Carol Garbacik, trustee  
Michelle Varner, trustee  
John Evans, trustee

By passing this ballot per policy 440, the signers on accounts used to sell stocks, mutual funds etc. are:

Tom Garbacik, Financial Secretary  
Lee Mason, Financial Secretary Asst.

By passing this ballot per board policy 410 the following individuals based on their positions will be signers on the Disciples Church Extension Fund account:

Ann Smart, Co-Treasurer  
Sherry Sisson, Co-Treasurer  
Tom Garbacik, Co-Treasurer  
Lauri Morris, Backup Treasurer  
Janet Chenard, Co-Vice President of Finance  
Patricia Martin, Co-Vice President of Finance

By passing this ballot per board policy 440, the signers on the permanent fund investment accounts at Christian Church Foundation are the three trustees with two signatures required to make any changes to the investments:

Carol Garbacik, trustee  
Michelle Varner, trustee  
John Evans, trustee

Respectfully Submitted,  
Mary Cotton,  
Clerk of the Board

# Appendix

## April 2023 Program Cabinet Report to the Board

Since the last Board meeting the Program Cabinet planned and evaluated the results of Monica Myers Greenberg's second visit to assist us with Church Planning, discussed where to donate the proceeds for the 2023 Craft Fair and planned for the Lenten and Easter season.

The Church Planning meeting was well attended and discussions revolved around what are our resources and what are our desires for what our church might do in the future. Two ad hoc groups were formed by the Program Cabinet to continue exploring these ideas. A Worship Committee will be meeting to discuss some of the suggestions from the meeting and how to incorporate them in our weekly services. A Next Steps group/committee is exploring how to make and extend partnerships with community organizations.

At our February meeting we discussed several suggestions for where to donate the proceeds for the 2023 Craft Fair. After discussion, NAMI of Oregon was voted for as our choice. (possibly directing our donation to the Mid-Valley Chapter which serves Corvallis)

[NAMI of Oregon](#). (National Alliance on Mental Illness)

The following is a quote from the "About Us" section of [namior.org](#)

*NAMI Oregon is an independent, Grassroots organization, one of 50 state organizations that comprise the National Alliance on Mental Illness. Our mission is to improve the quality of life for individuals living with mental illness and for their families and other loved ones through education, support, and advocacy. We offer programs through our 16 local chapters across Oregon, both in person and online via Zoom.*

*Feel less alone by engaging in our free:*

- *Classes*
- *Support groups*
- *Workshops and presentations for community groups, schools, businesses, etc.*

*See our up-to-date list of programs to learn more about the specifics of our programs.*

*We also shape statewide and local public policies that affect mental health services. We do this by sharing our personal experiences with government officials and community care providers in the hopes of helping them understand what it's like to be a person with mental illness navigating these systems of care.*

In a February 6, 2023 letter to the state's House Behavioral Health and Health Care Committee, Chris Bouneff, executive director for NAMI-Oregon, states "We deliver free education, support, and awareness programs and annually serve about 12,000 Oregonians."

**Charity Navigator** gives Nami-Oregon the following rating

This charity's score is 100%, earning it a Four-Star rating. If this organization aligns with your passions and values, you can give with confidence.

This overall score is calculated entirely from a single beacon score: 100% [Accountability & Finance](#).

Nami-Oregon was forwarded to the Finance Cabinet for approval at their March meeting and now comes to the Board for final approval.

## Finance Cabinet – Report to the Board, April 3, 2023

### Items being brought forward for Board discussion/vote:

- Expansion of Policy #410 Check Signing Policy to be “Banking and Church Extension Asset Mgmt.” Policy – Outlines procedure for Treasurers and VP’s to be able to code invoices, sign checks and withdrawal forms for both the main bank account and Church Extension Flex Acct, and clarifies transfer of funds policies.
- Approval of Policy #440-22 change to remove Church Extension account as being subject to Trustee signatories (based on changes to Policy #410), and leaving them as signatories on Permanent Fund accounts.
- Changes Vendor Approval Policy #417 to allow for revised list being presented/approved at Finance Cabinet during second meeting (February) of the year, due to budget being a long topic in January, and no major risk.
- Change of Policy #420 on Credit Cards, for user to submit original credit card receipt, coded with the applicable fund, in lieu of a voucher for Treasurer’s use in paying credit card bill.
- Policies 450 – Cash and Money Handling – small changes to add language clarifying current practices.

### Summary of Information:

Since the last Board meeting on January 12<sup>th</sup>, Finance met on Feb 13<sup>th</sup> and Mar 13<sup>th</sup> via Zoom; highlights of those meetings follow:

### *Year to date financial highlights (based on Fin Secretary and Treasurer’s Reports):*

- As of the end of February the General Fund balance was \$25,472, with \$53,696 in income and \$43,519 in expenses for the year-to-date. Natural gas and electricity expenses are trending high, but are probably due to cold winter months, and should be back in range by mid-year.
- As of the end of February collections from the 29 Estimates of Giving for 2023 were at 23% (vs 24% last year), for a total of \$33,708.
- 12 units were on target, 8 units were ahead, and 9 units were behind.
- \$50 in faith income has been received YTD.
- On the Personnel front, FCC is fully and awesomely staffed! A custodial checklist was created/updated by Matt.
- Highlights of all the GREAT house and grounds work the past few months were:
  - new/better lighting on the front steps of the church; and
  - HUGE amount of work in McLean Hall by Bruce, Steve, Vicki, Luke and Emily to prep for sound baffling!
- A [rental MOU](#) was worked out by Emily Herb/Matt with Ten Rivers Food Web, Post Carbon Institute and Dry Farming Institute, and approved by the Board, then signed by all parties in respect of FCC rooms 32/33 which will produce \$3600 in annual rent, as well as “in-kind donation” value of \$4800. Move-in date was 3/1/23.
- **Trustees** - Update on Boy Scouts suit is that it is still “stayed”, although on [Mar.28<sup>th</sup> news](#) was that Federal Judge Richard Andrews upheld the lower court decision to approved the Boy Scout bankruptcy plan, and is now waiting on possible further appeals – so no news on recouping our fees. No sale of Oak Lawn cemetery plot.
- **Disciples House** – There were more expenses for the backflow valve and testing, but that is completed now. Natural gas is at 31% of the budget estimate and electricity at 24%. The insurance refund had \$974 credited to DH operations. The Feb. rent was late, so late fees were part of the March payment. Combined capital and operations fund balances are in the range of \$79K.

Respectfully,

Janet Chenard VP Finance



## Senior Minister Board Report - April 2023

*Summary:* I was inspired by our conversations with Rev. Monica Myers Greenberg in February to move forward with some long range explorations and considerations. The program cabinet and a few others are planning meetings and events to continue this conversation. Our first “next steps” meeting will be on April 24 at 7 PM. I am very grateful for the board’s willingness to allow the Benton County Health Department to use our space during the extreme weather conditions as an emergency shelter.

*Worship Report:* We had a very good showing for our Ash Wednesday service. I’ve put some extra energy into exploring “images of Jesus” during the season of Lent, utilizing multi-media in the service. It is a lot of fun and I received some very good feedback. We had a baptism at the end of February. We will have some new members joining us on Easter Sunday. I am working with some other congregations to host an ecumenical Good Friday service. We are also working on our Easter plans. We are going to try and re-start our worship committee. I have 3 members on board, we have not met yet.

*Adult Education:* We finished our Richard Rohr book, finished Ruth, and started Esther in our Wednesday Bible Study. We have between 4 - 7 people attending this group. I am meeting with John Evans to plan an education and conversation opportunity at the end of April called “How Did We Get Here and Where are We Going?” This class will be team taught by Rev. Evans and myself.

*Children’s Education:* Our CE team continues to put in so much time and effort towards a dynamic and engaging program for our children. I am incredibly grateful to Emily, Miranda, and Christa for their efforts. We continue to meet frequently to plan and organize.

*Personnel Report:* Keep your fingers crossed and knock on wood, our staff is very stable right now with no openings. Everyone is doing a great job. I want to give extra kudos to Becca, our office and communications manager, who has been very helpful in working with our houseless individuals. She attended a mental health first aid training a few weeks ago.

*Pastoral Care Report:* I’ve done about 9 pastoral visits since February to people who are homebound or people have been absent from worship for some time. We have a memorial service for Roger Weaver coming up on April 15.

*Wider Church and Ecumenical:* I met twice with a group of “interfaith leaders” from around Corvallis here at the church. This is a big need right now for supporting and encouraging faith leaders in the area. I attended a theological conversation retreat the first week of February at a retreat center in Columbia Gorge, it was very enriching.

*Wellbeing Wednesdays:* Attendance is back up for our yoga program and remains steady for Tai Chi. We continue to get room use donations from people for these gatherings. It is a very inspiring program and I hope we can keep it going. Over the summer, I plan to work on expanding and advertising to further expand our work here.

*Outreach and Other Things:* As promised, we are working on a process for our community partners utilizing our building (rent, rules, etc.) so as interested parties are working with us we can have some clear guidelines of expectations. This was a conversation started over a year ago as a way to both live out our values and generate income for the life of the church. Our 12 step groups continue to grow and provide some money towards building usage. You have a Stone Soup updated MOU before you that I hope you will consider. We FINALLY have a church directory put together, thank you for your patience, this was a process. Now, it will be a working document that should be easy to update.

~Pastor Matt

## Personnel Report for the 3rd April 2023 Board Meeting

- All Positions filled - we have an awesome staff!
- Payroll now taking Paid Leave Oregon Program deductions out of employee paychecks (Thank you Tom G for getting this done even with all the Payroll Software challenges!)
- Custodial Checklist - Created/Updated by Matt to support Custodial Position





# Memorandum of Understanding (MOU)

## Ten Rivers, Dry Farming, Post Carbon

Between First Christian Church of Corvallis 501(c)(3) and the following Community Partners 501(c)(3):

Ten Rivers Food Web  
The Dry Farming Institute  
The Post Carbon Institute

### 1. Background

First Christian Church is a diverse, inclusive community providing a living witness to the compassionate Christ. From our central location in the heart of Corvallis, we seek out, develop and support ministries to meet the human needs for physical and spiritual wholeness. On the basis of our Disciple heritage, we embrace the ecumenical movement, develop lay leadership and promote intellectual freedom in the pursuit of truth.

Ten Rivers Food Web's mission is to steward the growth of a resilient local food web in Benton, Lincoln, and Linn counties.

The Dry Farming Institute's mission is to empower growers to thrive with less water.

The Post Carbon Institute is leading the transition to a more resilient, sustainable, and equitable world.

*This is a memorandum of understanding between the First Christian Church of Corvallis, hereafter called "FCC" or "Landlord" and Ten Rivers Food Web, The Dry Farming Institute, and The Post Carbon Institute called TRFW, DFI, and PCI respectively or "The Tenant".*

### 2. Occupancy

**2.1 Rent.** During the term, the tenant agrees to pay FCC the sum of \$300 per month (\$3600 annually) which shall include utilities (electric, natural gas, water, internet and custodial supplies). Rent shall be payable monthly. The Tenant will pay the Rent, by cash or by check, on or before the First of each and every month of the term of this Lease to the Landlord at First Christian Church 602 SW Madison Ave, Corvallis Oregon 97333, Attn: Office Manager, or at such other place as the Landlord may later designate. TRFW will contribute \$100 per month, DFI will contribute \$50 per month and PCI will contribute \$150 per month.

**2.1.2 Late Rent.** The Tenant will be charged an additional amount of \$10.00 per day for any Rent that is received after the end of the 4th day of the rental period. Partial payments will not be accepted without prior Landlord approval. If any check from Tenant has been dishonored for any reason, Landlord may require Tenant to make all future rent payments by certified check or money order. The Tenant will be charged a \$35.00 fee plus bank charges for dishonored checks.

**2.1.3 In-kind Donation.** During the term the tenant agrees to recognize FCC as giving an in-kind donation in the amount of the difference between the paid rent (\$300) and the total fair market value (\$700) of rooms 32 (\$350) and 33 (\$350). The annual in-kind donation (\$4,800) will be recognized by the tenant at the end of the term of the MOU (2/26/2024), and will be divided this way: TRFW (\$1,584), DFI (\$816), and PCI (\$2,400). This in-kind donation from FCC to the tenant will be acknowledged by TRFW, DFI, and PCI as any other individual or group donation to those organizations respectively.

**2.1.4 Internet.** FCC will provide access to a Guest Wifi to the tenant. FCC can not be held liable for temporary outages of said Wifi. FCC is not responsible to provide technology support beyond the maintenance of said Wifi. The tenant will make a good faith effort to limit Wifi access to staff and designated volunteers.

**2.2 Security Deposit.** No security deposit shall be required at this time, but the tenant shall be held responsible for damages outlined below upon expiration or termination of this agreement.

**2.3 Permitted Use.** The tenant will have exclusive use of room 32 for an office and room 33 for storage. Entry to space will only be permitted when staff or volunteers of the four organizations are present. Exceptions will be made by once a week custodial services provided and coordinated with FCC. The tenant, its staff, and volunteers will also be allowed shared use of restroom facilities and hallways adjacent to their office space. Additional space, including the meeting room (room 14) with hybrid meeting capability, can be made available with coordination and approval with the FCC office.

**2.4 General Restrictions on Use.** In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the Premises. Any failure of compliance created through Tenant's fault or by reason of Tenant's use, shall be corrected at Tenant's expense.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor; allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any insignia, antenna, aerial, or other device to the exterior or interior walls, windows or roof of the Premises without the written consent of the Landlord.

(6) Refrain from causing or permitting any Hazardous Substance to be stored, spilled, leaked, disposed of, or otherwise released on or under the Premises.

(7) Refrain from allowing access to spaces other than rooms 32 & 33 (by use of key or keycodes) to Tenant's staff or volunteers without prior approval from the Senior Minister.

(8) Conform to the FCC key policy in regards to keys and keycodes.

(9) Inform the church office by phone, email, or calendar invitation if there are plans to use the offices outside of normal business hours. Normal business hours are defined as Monday-Friday 8:AM - 5 PM.

(10) Be aware the FCC shares its space with a diverse group of community partners, including, but not limited to, programs that serve the homeless and other vulnerable and marginalized communities. FCC strongly recommends that the Tenant and their volunteers engage in training, conversations, and other activities to increase awareness and best practices for interaction with members of these communities.

### **3. Repairs and Maintenance**

**3.1 Landlord's Obligations.** Landlord shall be responsible for the repairs and maintenance of the roof and gutters, exterior walls, foundation, sidewalk, stairs, ramps, elevators, driveways, and parking areas and any repairs necessitated by the negligence or intentional act of Landlord, its agents, employees, and users. Notwithstanding the above Tenant shall have maintenance responsibilities as set forth in Section 4.2(2) that shall supersede those of the Landlord.

**3.2 Tenant's Obligations.** The following shall be the responsibility of Tenant:

(1) Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, and switches of the premises if the damage is caused by Tenant users.

### **4. Alterations**

**4.1 Alterations Prohibited.** Tenants shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and

workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.

**4.2 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed, unless the applicable Landlord's consent specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored at the termination of this Lease, unless the applicable Landlord's consent specifically provides otherwise.

## 5. Insurance

**5.1 Insurance Required.** Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks. The tenant must also maintain their own liability insurance to cover their activities and people while on church property.

**5.2 Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement and, in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

**5.3 Additional Insured** The tenant shall name FCC as "Additional Insured" on their insurance policy.

**5.4 Tenants** will provide a certificate of insurance liability on an annual basis.

## 6. Terms and Conditions

It is mutually understood and agreed by and between the parties that:

**6.1.** Any modification of the MOU must be added in writing and agreed upon in writing by the signing representatives of all parties. Failure to comply may result in the termination of agreed partnership.

**6.2.** Without providing a cause or reason and without legal repercussions, either party may terminate this MOU. A minimum of 60 days notice is required. The notice must be in written form and received by the second party before the 60 days initiates.

**6.3.** Each party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives, and volunteers. Each party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs.

**6.4.** Each party, at its sole cost and expense, shall carry insurance to cover its activities and connection with this MOU.

## Effective Date and Signatures

This MOU shall be effective upon the signature of Ten Rivers Food Web, The Dry Farming Institute, The Post Carbon Institute, and The First Christian Church of Corvallis' authorized officials. It shall be in force from February 27, 2023 to February 26, 2024.. The MOU will need to be reviewed February 1, 2024. TRFW, DFI, PCI, and FCC indicate agreement with this MOU by their signatures.

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_____	_____
The First Christian Church of Corvallis	Date
_____	_____
Ten Rivers Food Web	Date
_____	_____
The Dry Farming Institute	Date



## **Executive Officers-Election Required**

### **President**

Lee Mason

### **Vice Presidents**

Co-Personnel – Beth Baird, Tom Frederick  
Co-Finance – Tricia Martin, Janet Chenard  
Program - Steve Herb

### **Financial Secretary**

Tom Garbacik  
Lee Mason (Assistant)

### **Program Cabinet**

Prill Zobel  
Michelle Varner  
Tricia Martin (Elder)  
Vicki Young (Deacon)  
Emily Herb  
Miranda Gordon  
Lauri Morris (Clerk)

### **Trustees**

John Evans (first year - election required)  
Michelle Varner (second year – no election required)  
Carol Garbacik (third year – no election required)

### **Co-Treasurers**

Ann Smart – Recon/Rptg  
Sherry Sisson - Payables  
Tom Garbacik - Payroll  
Lauri Morris - Back up

### **Clerks**

Board - Mary Cotton  
Finance – Pamella Doerksen  
Program - Lauri Morris

### **Church Board**

Susan Latham (Deacon)  
Chuck Varner  
Don Zobel  
Linda Stinson (Elder)  
David Sisson  
Teanna McMahan  
Mary Frederick  
Beth Baird

## **Elder Emeritus – Election Required**

Jeanette Maier (Deceased)

## **Deacon Emeritus – Election Required**

Sylvia Baarstad (Deceased)

### **Elders**

#### **First 2-year term (ends 2025)-Election Required**

Mary Cotton  
Tom Frederick  
Linda Stinson  
Patricia Eide  
Kathy Crawford  
Neil Reynolds

#### **Continuing First 2-year term (ends 2024)**

Tom Garbacik  
John Evans  
Michelle Varner  
Christy Wright  
Tricia Martin  
Steve Herb  
Beth Baird

#### **Second 2-year term (ends 2025)-Election Required**

Janet Chenard

#### **Continuing Second 2-yr term (ends 2024 No Election)**

Lauri Morris  
Bruce Cotton

## **Deacons – Election Required**

#### **First 1 year term (ends 2024)**

Cindy Petrovich  
Prill Zobel  
Moses Gordon  
Meredith Weir  
Sherry Sisson  
Ann Smart

#### **Second 1 year term ends 2024**

Donna Mason  
Mona Gerig  
Sue Cooley  
Jim Stinson  
Jim Postell  
Lee Mason  
Susan Latham  
Teanna McMahan

#### **Third 1-year term ends 2024**

Carol Garbacik  
Janet Chenard

## Policy 410 POLICY

## BANKING AND CHURCH EXTENSION ASSET MANAGEMENT

Check signing and credit union asset management.

1. All checks require two authorized signatures. Emergency exceptions must be reported at the next Finance Cabinet meeting.
2. Credit card bills may be paid by checking account transfer if the treasurer has an authorized check signer review and sign the statement.
3. For invoices/reimbursement forms, the Treasurer assigns the account code, prints the check, and signs it. The Treasurer calls for a second signer who reviews the invoice attached to the check (in the red folder, found in the middle drawer of the front office desk) to make sure the amount, payee and business purpose are all correct/appropriate, then they sign it. If they have any questions about the check/invoice, the second signer should contact the Treasurer who created the check to get info needed.
4. Authorized check signers are the President, VP of Finance, Treasurer(s), VP of Personnel, and Capital Campaign Treasurer. Others may be appointed by the Finance Cabinet on an annual basis.
5. Treasurers are authorized to transfer money between the checking and money market account to manage cash flow and interest earnings.
6. Automatic payments and/or electronic fund transfers have been set up for all utility payments and federal payroll taxes. The treasurer will review the written invoice and record it into Church Windows. Transfers will be made to cover the expense before the payment is due. Other recurring bills with short turnaround times may be set up as auto payments and reported to the Finance Cabinet.

Disciples Church Extension Fund

1. The Flex Account with Church Extension exists to maximize interest on excess liquid funds. The treasurer(s) manages this account to balance interest for the general fund and cash flow at the credit union.
2. The Flex Account requires two authorized signatures on a letter to transfer funds from the Flex Account to one of the credit union accounts. Transfers will be reported to the Finance Cabinet.
3. Board Authorized signers are the Treasurer(s) and the Vice-President(s) of Finance.

Board adopted April 2009

Board adopted revision Nov 2009

Finance Cabinet amended Feb 2023 Board adopted



## Policy 417

## VENDOR APPROVAL POLICY

1. At the beginning of each new financial year, the Treasurers will review the vendor list and delete any vendors no longer needed. The revised vendor list will be presented to the Finance Cabinet for review at the second meeting of the year. The revised list is to be authorized by the Finance Cabinet and signed by the Vice President of Finance. A copy of the signed vendor list will reside with the Treasurers and the VP of Finance.

With the exception of the list in paragraph 2, new vendors must first be approved by the Finance Cabinet before payment can be made.

2. The treasurers are restricted to paying invoices from the approved vendor list, with the following exceptions:
  - a. Church members requesting reimbursement for approved expenses.
  - b. Disciples House residents requesting refund of their security deposits.
  - c. Musicians and Pulpit Supply contracted by the Senior Minister for worship services.
  - d. Charitable organizations chosen by the Program Cabinet to receive gifts from outreach funds or specified in a Mission Pass Through donation.
  - e. Refunds to Craft Fair vendors.
  - f. Refunds for cancelled room reservations.
  - g. Businesses contracted to perform budgeted services, provided that the total cost will be less than \$500.

Board adopted April 2009

Revisions recommended by Finance Cabinet, May 10, 2021

Revisions adopted by the Board, Aug 17, 2021

Revisions recommended by Finance Cabinet, Mar 13, 2023

Revisions adopted by the Board,



**INVESTMENT AND STOCK ACCOUNT  
SIGNERS POLICY**

1. The signers on the permanent fund investment accounts at Christian Church Foundation are the three trustees. The signatures of two Trustees are required to make any changes to the church investments. Signature cards need to be updated every year when the new trustee joins the group.
2. The signers on accounts used to sell stocks, mutual funds, etc. that are given as contributions to the church are the Financial Secretary and the elected Assistant Financial Secretary. Signature instruments need to be updated whenever there is a change in either of these offices.

Recommended by the Finance Cabinet

Adopted by the Board, 6-7-2010

Revision recommended by the Finance Cabinet 8/10/20

Revision adopted by the board 1-19-2021

Revision recommended by the Finance Cabinet 11-7-2022

## Policy 450 Cash and Money Handling Policy

The goal of the cash and money handling policy is to promote sound fiscal practices and eliminate criticism or suspicion of those handling church funds. Because the church relies on a variety of volunteers, clear policies and procedures are needed to clarify expectations.

The Office Manager is the primary assistant to the elected volunteer Financial Secretary. It is that staff member with guidance from the Financial Secretary who oversees the majority of cash handling and bank deposits. The Office Manager also plays a role in receiving cash when the church office is open. The volunteer elected Church Treasurer verifies online that deposits were made into the church accounts at the credit union in the amounts recorded into the Donations software and then transfers the information into Accounting.

The general principles of cash and money handling for the church will be:

1. Contributions given by check or by cash with an indicated giver will be entered into the church Donations software by donor name and a summary receipt will be given to the donors twice a year. A summary of these gifts without names will be given weekly to the church treasurer with the bank deposit slip.
2. Two people will always count all cash and initial their agreement on the amount. However, when there are extra large amounts of coin such as when the children are doing a coin drive for a project, the coin may be counted by the machine at the bank and a hand tally will not be required. A copy of the coin receipt from the machine will be given to the treasurer with the deposit.
3. Handwritten receipts will be given to room use donors, and other similar situations with a master copy kept in the receipt book.
4. Receipts will be turned in for all expenses that are to be reimbursed or for which a person received an advance. Expense money may be taken from cash donations at an event as long as receipts are included with the remaining money for deposit. The total received less expenses will be noted and two people will be involved in the accounting. Note it is acceptable to also include a signed statement on the estimated value of any miscellaneous personal supplies used in preparing the meal (spices, oil, flour, etc.)
5. Cash advance situations require that the individual receiving the advance turn in the receipts to the treasurer and pay back the amount of the advance not used or turn in a request for reimbursement for any additional amount the person paid out-of-pocket.
6. Funds raised by any group within the church will be deposited into the Church credit union account and accounted for in the Church Donations software program. All cash handling is governed by this policy and principles.

### Specific Procedures

#### A. Sunday Offering

1. The offering plates will be kept in plain sight during the service.
2. The Financial Secretary, Office Manager, or designated substitute will take them to a secure location after the service.
3. The Office Manager and the Financial Secretary or their designated substitutes will count all the cash and fill out the cash portion of the Sunday contribution form and both initial.

4. Either that day or on the next working day, the Office Manager or the Financial Secretary will prepare a summary of the offering, enter all donations into the church Donations software by donor, and prepare a bank deposit.
5. All funds will be taken to the credit union for deposit by the end of that day.
6. A copy of the bank deposit slip and the summary of contributions from the Donations software will be given to the church Treasurer. The Treasurer will verify that the deposit amount is in the church account at the credit union and transfer the deposit into the Accounting software.
7. The elected Financial Secretary will print donation receipts and distribute them to the donors after June 30 and Dec. 31 each year. Errors noted by the donors will be researched by the Financial Secretary using the weekly records maintained by the Office Manager.

B. Coffee House

1. The individual who cleans up after coffee house will also count the money donated for the day. This needs to happen every Sunday no matter how small the amount.
2. The amount needs to be noted on the envelope provided by the Office Manager and the cash and checks placed in the initialed envelope.
3. The sealed coffee house envelope should be taken to the church office if it is staffed or be placed in the drop box in the hall at the bottom of the back stairway.
4. The Office Manager will retrieve the envelope and include the amount in the weekly deposit. The coffee house envelope will be kept with the other weekly offering materials.
5. Notify the Office Manager when Coffee House is running low on envelopes.

C. Fellowship Events

1. The person responsible for the event will be in charge of securing any donations received. Early in the event they will ask a non-relative to help with the donation tally at the end of the event.
2. During clean-up the person responsible and the chosen helper will count the money donated and note the total amount on an envelope that is labeled with the event.
3. The person responsible will then review the totaled receipts with the helper. The amount of cash equal to the receipt total may then be removed from the donation, noted as a subtraction from the total and the cash given to the person who did the purchasing. The receipts are to be placed in the envelope along with the remaining cash and checks and the new total. Both individuals will sign the envelope.
4. If there are not enough donations to cover the receipts, a reimbursement request for the remainder will be filled out and included with the envelope.
5. The sealed and initialed envelope with the remaining money and receipts will be taken to the church office if it is staffed or be placed in the drop box in the back hall at the bottom of the stairway.
6. The Office Manager will count the funds and include them in the weekly deposit.
7. The envelope and expense receipts will be given to the treasurer for filing.

D. Craft Fair

1. Individuals buying supplies such as the food may request a cash advance from the treasurer. The cash advance principle at the beginning of the policy will be followed including turning in all receipts.
2. The treasurer will write a check from the Craft Fair for the advance cash needed for cash boxes at the event.
3. A designated person will see that each event has some starting cash and note the amount given on the cash log.
4. Bistro Below will have slips that are used by the volunteers to tally up each customer's purchase.
5. The hot dog stand will have at least one adult in the booth that provides oversight as the children learn to handle money. The children will be encouraged to put their math skills to use.
6. A volunteer or paid staff member will circulate through the event and gather cash from each venue putting it in a labeled envelope and securing it in the church office.
7. At the end of each day, at least two people will gather to count the money including coins, log it by category (hot dog booth, Bistro Below, etc.), provide starting cash for the next day, and secure the cash. **A note will be left for the treasurer with the day's calculation.**
8. The money will be taken to the credit union by two people. The deposit slip for the total will be given to the Treasurer to be entered into the Accounting software. The craft fair committee will be responsible for keeping any breakdowns by category.

E. Room Use Donations

1. When a group signs up to use a room at the church, a suggested donation amount will be provided by the Office Manager. However, no suggested amount is given to the 12-Step groups since they give more based on their group consciousness decisions.
2. Those groups using church rooms will bring their donations to the church office.
3. The Office Manager will count any cash in front of the person and give them a written receipt made out to the group for the total amount donated. The second copy of the receipt will stay in the receipt book.
4. The Office Manager will log all the contributions into a spreadsheet.
5. The funds will be entered as room use donations into the Donations software and included in the weekly deposit. However, any very large amount of cash will require a special mid-week deposit.
6. All room use donations are deposited into the General Fund of the church.

F. Disciples House Rent and Deposits

1. Jackson Street Youth Shelter will send a monthly rent check to First Christian on or before the first of each month. Late payments are charged an additional \$10/day starting on the 4<sup>th</sup> day of the rental period.

2. The Office Manager or the Financial Secretary will take the funds to the Credit Union and deposit them. They will be included with the regular deposit that is entered into the Donations software.

G. Use of the Square for Credit Card Payments

1. The church has a Square that allow us to receive credit card payments. Ideally it is not used to receive donations that need to be tracked by giver.
2. The Minister or Office Manager will keep track of what the payments are for and give the treasurer an itemized total by date less the fees so that they can be entered into the Accounting software and balanced in the checking account at the end of each month.
3. Deposits will be transferred by the Office Manager from Square to the Credit Union on a weekly basis during periods that the square is actively being used. The Minister or Office Manager will give the treasurer a weekly printed report from Square that indicates the net deposited to use in verifying the checking account. Then the treasurer will enter the net revenue into the correct fund in the Accounting software. A printout for the prior month must be received by the first day of the next month in any month in which the square has been used.
4. In the rare cases when the Square is used to take donations that must be tracked by donor, the Office Manager or Financial Secretary will enter the amount of the contribution into the Donation software with a date other than a normal deposit date and flag the Donation report for the Treasurer. The Treasurer will make the transfer after noting the amount deposited into the credit union. The fee will be deducted by the treasurer from the fund receiving the donation except in the General Fund the fee will be charged to Administrative Expenses.

H. Miscellaneous Cash Donations and Fundraising Events

1. When miscellaneous cash donations or funds from fundraising events are brought to the office, the Office Manager or whoever receives them will count them with the donor or another person.
2. They will be receipted and added to the weekly deposit.

Developed by Bob Young, Charlene Lincoln, Chris Williams, and Ann Smart

Approved by Finance Cabinet, April 8, 2013

Adopted by the Board, April 15, 2013

Revised by the Finance Cabinet, April 11, 2022

Adopted by the Board, June 6, 2022

Revised by the Finance Cabinet, March 13, 2023

Approved by the Board,





Below is a proposed MOU between American Youth Soccer Organization (AYSO) for the use of First Christian Church’s (FCC) Room 14. The intent is to setup a classroom that can also serve as a meeting room.

### **Proposed Eight Year (2022-2030)Memorandum of Understanding**

Room Reservations will prioritize FCC reservations first, AYSO second and all others after. AYSO will ensure reservations requests are submitted at least two weeks prior to the event, and understands that if submitted after, AYSO would be considered equal to any other requestor. AYSO expects to use the room a lot in late August, some in late March and at least once each month for meetings.

Room Cleanliness will be the responsibility of FCC. AYSO agrees to clean up after its use of the room. If a specific room layout is desired, AYSO will return the room to the posted layout.

Equipment Security is important and FCC will make every reasonable effort to ensure individuals reserving the room are vetted and have limited access to the room and equipment. If applicable, AYSO would help contribute to security measures for the room and the equipment in the room.

Equipment Use is okay for any user of the room that FCC allows. AYSO will tag all non-fixed items in the room and FCC will make every reasonable effort to ensure those assets are returned to that room before an AYSO room reservation.

Wireless Access is desired and AYSO is willing to contribute to wiring and hardware upgrades to get wireless coverage in the room.

Use Costs of room and wireless will be free to AYSO for the life of the agreement.

AYSO and Affiliates will provide the following items. FCC and AYSO will coordinate on installation and requirements of the following items...

- > 20 Rolling & Folding Chairs
- > 4 Collapsible & Portable Tables
- > New Flooring (ideal is glue down carpet, but up for conversation)
- > Mounted Computer
- > Mounted Projector
- > Mounted Projector Screen
- > Mounted Speaker Bar
- > Room Blinds

Early Termination is allowed by either party with a 30 day written notice.

#### Early Termination / Repurposing by FCC

FCC Keeps: All Fixed Items (Carpet, Blinds, Electrical/Wiring, etc.)

AYSO Keeps: All Other Items (Projector, Tables, Chairs, etc.)

#### End After 8 Years Beginning 2022 or Early Termination by AYSO

FCC Keeps: All Fixed Items and Installed Items to date (Projector, Sound Bar, Screen, Computer, etc.)

AYSO Keeps: Tables & Chairs

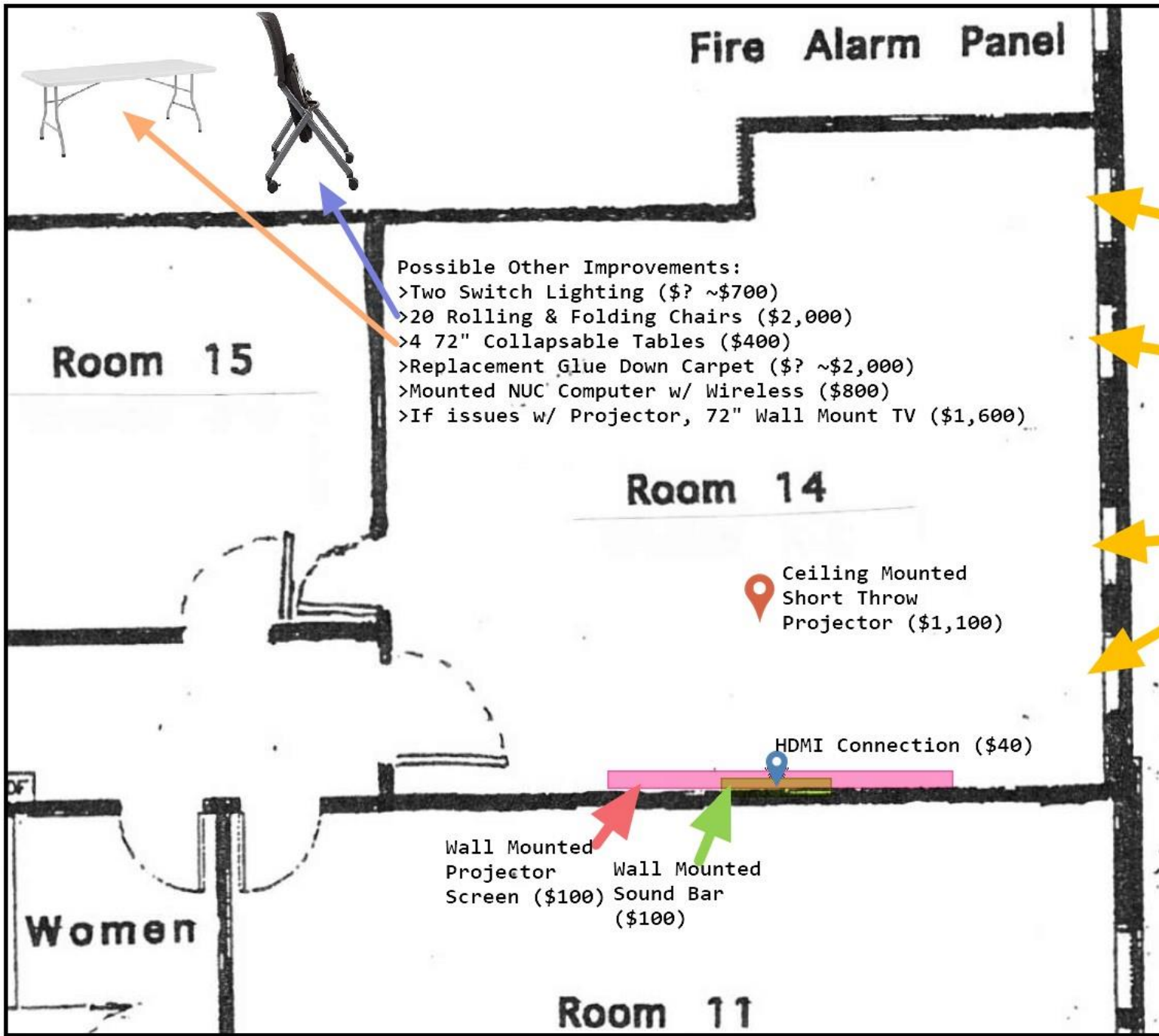
\_\_\_\_\_  
*FCC President*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*AYSO Region Commissioner*

\_\_\_\_\_  
*Date*

Room Concept



# Memorandum of Understanding (MOU) – Stone Soup

Between First Christian Church of Corvallis 501(c)(3) and Stone Soup Corvallis, Inc. 501(c)(3):

## 1. Background and Purpose

First Christian Church is a diverse, inclusive community providing a living witness to the compassionate Christ. From our central location in the heart of Corvallis, we seek out, develop and support ministries to meet the human needs for physical and spiritual wholeness. On the basis of our Disciple heritage, we embrace the ecumenical movement, develop lay leadership and promote intellectual freedom in the pursuit of truth.

Stone Soup Corvallis provides free, hot, nutritious meals 365 days a year, no questions asked, in a manner that honors the dignity of each person we serve in our diverse community. We rely on generous volunteers, donors, faith and community groups, and partner agencies to provide essential resources.

FCC and Stone Soup have a long history of working together to provide a safe space to cook, serve, and distribute hot and nutritious meals to those in need in the Corvallis community. The purpose of this Memorandum of Understanding is to provide a shared understanding of the roles and responsibilities of each organization in order to carry out this mission to the community we serve.

Throughout this document, for insurance purposes, the term “tenant” is used to describe Stone Soup and the term “landlord” will describe FCC in this MOU.

## 2. Occupancy

**2.1 Rent and Utilities.** No rent will be charged for use of the spaces outlined below. FCC agrees to pay for all utilities.

**2.1.2 Security Costs** Stone Soup will be asked to reimburse FCC for their share of FCC’s security personnel approximately 15-20 hours a month, varying depending on the number of meals served at FCC. Hours worked will be determined by FCC with communication with Stone Soup volunteers. Security personnel will be responsible to FCC. FCC will cover all payroll taxes and background check costs at no charge to Stone Soup. FCC will bill Stone Soup monthly on or before the last day of each month. Stone Soup agrees to pay this amount by the 15th of each month. The amount billed to Stone Soup will be up to, but not exceeding \$400 monthly. (calculated at 20 hours a month x \$20/an hour)

**2.2 Shared equipment, shared repair costs, operation cost** FCC agrees to provide cleaning equipment, trash bags, vacuum supplies, recycling containers, paper towels, toilet paper, and other miscellaneous cleaning items needed. Stone Soup agrees to share maintenance costs for the shared equipment including, but not limited to: dishwasher, freezer and refrigerator in kitchen space, stove, oven, cooktop, coffee makers, kitchen hood cleaning and repair, or other items agreed upon by both parties. The freezer and refrigeration space in the kitchen is shared space and there may be occasions where FCC needs to have space made available. Those times include, but are not limited to Advent and Christmas (December), Easter (March or

April), and Annual Craft Fair (typically the last full week of September) Stone Soup takes sole responsibility for the freezers and refrigerators marked "Stone Soup" in room 15. If these items cause damage to FCC because of failure, Stone Soup agrees to compensate FCC for any costs associated with repair or replacement. Stone Soup will provide dishwashing soap for the dishwasher. Stone Soup agrees to work with the health department and pay for an annual kitchen license. Stone Soup also agrees to pay for annual hood cleaning service. All maintenance concerns should be reported to the FCC office immediately by email or phone call.

**2.3 Security Deposit.** No security deposit shall be required at this time, but the tenant shall be held responsible for damages outlined below upon expiration or termination of this agreement.

**2.4 Permitted Use.** All spaces used by Stone Soup are also shared spaces. This includes the basement level floor hallways, restrooms, and boiler room. Each party should respect all shared spaces, keeping space clean and orderly. FCC and Stone Soup will work together to ensure we are coordinating and communicating about space usage. Stone Soup is allowed use of room 15 for storage, the closet space in McLean Hall (dining room), and use of refrigerator and freezer in kitchen. The door to room 15 should remain open at all times for proper ventilation, unless a ventilation system is added at a later date. Stone Soup will be permitted use of the kitchen for deliveries and organization on Monday - Friday, 7 AM - 1 PM Stone Soup will be allowed exclusive use of the dining room and kitchen during the following times:

Sundays: 1:30 - 8 PM

Tuesdays: 2:30 - 8 PM

Saturdays: 7 AM - 12:30 PM

Exceptions to this may be in case of weddings or memorials, special events, necessary repairs, or other unforeseen circumstances. In the event of an exception, FCC will give every attempt to give one week's notice if Stone Soup is unable to use the space. **Any additional usage of the dining hall or kitchen must be coordinated and approved by FCC office.**

**2.5 General Restrictions on Use.** In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the Premises. Any failure of compliance created through Tenant's fault or by reason of Tenant's use, shall be corrected at Tenant's expense.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor; allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any insignia, antenna, aerial, or other device to the exterior or interior walls, windows or roof of the Premises without the written consent of the Landlord.

(6) Tenant shall not cause or permit any Hazardous Substance to be stored, spilled, leaked, disposed of, or otherwise released on or under the Premises.

(7) Distribution of keys and keycodes to tenant staff and volunteers will be governed by FCC key policy. Policy attached as appendix 1.

### **3. Alterations**

**3.1 Alterations Prohibited.** Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.

**3.2 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed, unless the applicable Landlord's consent specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored at the termination of this Lease, unless the applicable Landlord's consent specifically provides otherwise.

### **4. Insurance**

**4.1 Insurance Required.** Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks. Each party, at its sole cost and expense, shall carry insurance to cover its activities and connection with this MOU which includes liability, fire, damage, accidents, and mechanical equipment insurance. A copy of said insurance will be provided to FCC on an annual basis.

**4.2 Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement and, in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

**5. Terms and Conditions** It is mutually understood and agreed by and between the parties that:

**5.1.** Any modification of the MOU must be added in writing and agreed upon in writing by the signing representatives of all parties. Failure to comply may result in the termination of agreed partnership.



**First Christian Church**

<b>Contact</b>	<b>Information</b>	<b>Notes</b>
Senior Minister: Matt Gordon	541-829-3003 <a href="mailto:matt@heartofcorvallis.org">matt@heartofcorvallis.org</a>	-Updates to and from Church
Office Manager: Becca Bedell	541-753-2671 <a href="mailto:becca@heartofcorvallis.org">becca@heartofcorvallis.org</a> 9AM-2PM, M-TH	-Stone Soup first point of contact -Receives monthly security payment. -Call to report emergency and non-emergency maintenance Issues.
First Christian Church Treasurer	treasurer@heartofcorvallis.org	
<b>STONE SOUP</b>		
		Point of contact for maintenance issues
		Point of contact for security concerns, space needed requests
		Financial concerns, bills that need to be paid





**First Christian Church of Corvallis, Oregon**  
**CONSTITUTION**  
Revised Edition  
**Adopted by Congregation, January 30, 2011**  
**Amended by the Congregation January 23, 2022**

**PREAMBLE**

We, the Congregation of First Christian Church of Corvallis, Oregon, a self-governed body, in voluntary affiliation with the Christian Church (Disciples of Christ), do hereby subscribe to the following Constitution. May the grace of our Lord Jesus Christ, the love of God and the fellowship of the Holy Spirit be with us all.

**ARTICLE I**  
**NAME, PURPOSE AND DECLARATION**

**Section 1. Name.** The name of this Congregation shall be First Christian Church of Corvallis, Oregon, affiliated with the denomination known as the Christian Church (Disciples of Christ).

**Section 2. Purpose.** The purpose of the Congregation shall be to call people to faith in Jesus Christ and commitment to his Church, to encourage spiritual development so that all may increasingly understand and accomplish the will of Christ, to work for the unity of all Christians, to build the Kingdom of God, and to serve as a Shalom congregation of the Christian Church (Disciples of Christ).

**Section 3. Declaration.** First Christian Church of Corvallis, Oregon, is opposed to doctrines and acts of hatred, harassment, vandalism or violence based on race, gender, religion, national origin or sexual orientation. This Congregation offers encouragement and support to individuals and groups who work for mutual understanding, respect and cooperation among all.

**ARTICLE II**  
**MEMBERSHIP**

**Section 1. Definition.** The membership of this Congregation shall consist of those who are now identified on the current roll as members and those who shall subsequently unite with the Congregation by baptism or transfer of membership from another organization of the Christian faith.

**Section 2. Voting.** Active members of this Congregation are eligible to vote at regular and special Congregational business meetings.

**Section 3. Dual Membership.** Individuals may place their membership in First Christian Church of Corvallis, Oregon, while retaining membership in another congregation.

**ARTICLE III**  
**INCORPORATION**

The incorporation of the Congregation was registered with the State of Oregon on August 9, 1913, File No. 18426, and was amended to conform to Article I, Section 1, adopted July 28, 1963.

These Articles are now superseded by the Restated Articles of Incorporation, adopted by the Congregation of the First Christian Church of Corvallis, Oregon, on April 26, 2009, and filed with the Secretary of State. The Restated Articles of Incorporation are located in the First Christian Church safety deposit box.

## ARTICLE IV OFFICERS AND ELECTIONS

**Section 1. Officers.** The officers of the Congregation shall be: President, Vice Presidents, Clerks, Treasurer, Financial Secretary and Trustees. Elders, Deacons, Board members and elected Program Cabinet representatives are also officers of the Congregation. Duties and numbers of the officers are outlined in the By-laws.

**Section 2. Eligibility for Office.** To be eligible for office, members shall be able to perform the duties of that office in accordance with the spirit of the New Testament. All, except Deacons, shall have been active members of the Congregation at least one year prior to their election to office. The President, Vice Presidents, Trustees, Treasurer, and Financial Secretary shall not be employees of the Congregation.

### **Section 3. Nominations.**

- A. The Nominating Committee shall consist of five (5) to seven (7) members, appointed by the President of the Congregation. At least one (1) member will be an Elder past or present and at least one (1) member will be a Deacon past or present. The President will appoint one of the committee members as chair.
- B. These appointments shall be approved at the January Board meeting.
- C. Nominations shall be made for: President of the Congregation, Vice President of Finance, Vice President of Program, Vice President of Personnel, Clerks, Treasurer, Financial Secretary, Trustees, Elders, Deacons, At-Large Board Members, At-Large Program Cabinet Members, and Emeritus and Honorary Positions.
- D. Suggestions from the Congregation for nominees shall be in the hands of the Nominating Committee at least twenty (20) days prior to the annual election of officers.
- E. The Committee shall secure consent from all nominees, nominate officers and report the nominations at the April Board meeting for approval prior to presentation for voting at the next Congregational meeting.
- F. The Nominating Committee shall serve for one (1) year and shall make nominations for vacancies during the year.

### **Section 4. Elections and Vacancies.**

- A. Election of officers shall take place at a Congregational meeting by May 1.
- B. Notification of the election date and a list of nominees shall be mailed or e-mailed to all members of the Congregation at least seven (7) days prior to the annual election. The list of nominees shall also be posted on the website and in the narthex of the Church at least seven (7) days prior to the annual election.
- C. Voting for any office shall be by secret ballot of active members of the Congregation. Absentee ballots may be requested through the church office and by e-mail.
- D. Votes shall be counted from those members whose ballots have been received prior to the conclusion of the annual Congregational Election. Absentee ballots received after said Election shall be void. The President shall appoint the persons to count the ballots.
- E. Nominees for offices vacated after the election shall be elected by the Board. Nominees who receive a majority vote shall assume the unexpired term.

## ARTICLE V MINISTER(S)

**Section 1. Senior Minister(s).** The Senior Minister(s) shall perform the functions and duties which normally pertain to that position. The Senior Minister(s) shall serve as spiritual counselor(s) and guide(s) to the Congregation, to the various bodies of the Denomination and the Church at large. The Senior Minister(s) shall have such specific responsibilities, duties and rights as may be set forth in the job description and in the employment agreement.

**Section 2. Search Committee for Senior Minister(s).** The Search Committee shall consist of at least five (5) members, including two (2) Elders, one (1) Deacon, and two (2) members at large.

- A. Two (2) members shall be elected by majority vote of the Elders from their own ranks.
- B. One (1) member shall be elected by majority vote of the Deacons from their own ranks.
- C. The remainder shall be appointed by the President from the Congregation at large, taking care that there be broad representation from the Congregation.

D. The Committee shall be approved by the Board.

**Section 3. Search Process for Senior Minister(s)**

- A. The Search Committee shall follow the most recent revision of the official policy of the Christian Church (Disciples of Christ) in Oregon.
- B. The Search Committee's recommendation must be voted upon by the Board. If accepted, the recommendation will be presented to the Congregation. Congregational acceptance requires a three-quarters (3/4) majority vote in a regular or special Congregational meeting before a call may be extended.
- C. A written statement explaining the compensation package, other conditions of the call, and the termination policy shall be prepared. A copy shall be given to the Minister and one copy filed with the appropriate Clerk.

**Section 4. Associate Minister(s).**

- A. Positions of Associate Minister may be created by the Board upon the recommendation of the Personnel Committee or upon the Board's own determination of need. The establishment of an Associate Minister position is subject to approval by the Congregation.
- B. The Associate Minister(s) shall support the Senior Minister in the overall ministry and spiritual nurture of the Congregation.
- C. The Associate Minister(s) shall have specific areas of assignment, position titles, responsibilities, duties and rights as may be set forth in job descriptions and employment agreements.
- D. The search process for Associates shall be determined by the Board.

**ARTICLE VI  
THE BOARD**

**Section 1. Responsibilities.**

- A. The role of the Board shall be to ensure that the Purpose and Vision of the Congregation are carried out.
- B. The Board reviews and sets the policies of the Congregation and receives reports.
  - C. The Board shall recommend to the Congregation for approval those policy decisions and matters of business that are required by the Constitution and By-laws.
  - D. Board actions shall always be subject to Congregational review.

**Section 2. Membership.** Membership of the Board shall consist of the following elected and special officers of the Congregation:

- A. President(s) of the Congregation
- B. Vice President(s)
- C. Clerk(s)
- D. Six Members at Large which must include one Elder and one Deacon past or present.
- E. Minister

**Section 3. Quorum.**

- A. A majority of the above Board members must be present to constitute a quorum.
- B. Each office shall have one vote regardless of the number of people sharing the office.

**Section 4. Removal of Board Member or Officer of Congregation.**

Any elected Officer or Board member may be removed at any time, with or without cause, at a Congregational meeting called for that purpose, by a vote of a majority of the members entitled to vote at any official Congregational meeting.

**ARTICLE VII  
CONGREGATIONAL MEETINGS**

**Section 1. Number, Procedure and Notification.**

- A. Two (2) regular business meetings of the Congregation shall be held each year. The first shall be held in January to approve the annual budget. The second shall be held by May 1 to elect Officers.
- B. Special meetings of the Congregation may be called at any time by the Senior Minister or President of the Congregation. Special meetings may also be called by at least twenty (20) members of the Congregation addressing a written petition to the Board.
- C. Notice of all regular and special business meetings of the Congregation shall be given at regular Sunday services of the Congregation and in the Congregational newsletter at least one (1) week in advance of the meeting.
- D. Only members of the Congregation shall have a vote.

**Section 2. Quorum** Thirty-Five (35) members of the Congregation, including those who have submitted absentee ballots, shall constitute a quorum at all meetings of the Congregation.

**Section 3. Rules of Order.** The latest edition of *Robert's Rules of Order* shall govern all regular and special business meetings of the Congregation or Board.

## **ARTICLE VIII AMENDMENTS**

This Constitution may be amended, changed or abolished at any regular or special business meeting of the Congregation by a two-thirds (2/3) affirmative vote of the members present and voting on such action. Written notice of the proposed action shall be announced at all regular Sunday services and also announced in two (2) consecutive issues of the Congregational newsletter at least two (2) weeks prior to the meeting. No absentee ballots will be available.

# FIRST CHRISTIAN CHURCH OF CORVALLIS, OREGON

## BY-LAWS

Revised Edition

Adopted by the Board,

### VISION STATEMENT

The First Christian Church of Corvallis is a diverse, inclusive community providing a living witness to the compassionate Christ. From our central location in the heart of Corvallis, we seek out, develop and support ministries to meet the human needs for physical and spiritual wholeness. On the basis of our Disciple heritage, we embrace the ecumenical movement, develop lay leadership, and promote intellectual freedom in the pursuit of Truth. (Adopted May 4, 1997)

### ARTICLE I

#### CHURCH FISCAL YEAR

The Church fiscal year shall begin on January 1 and end December 31.

### ARTICLE II

#### TERMS AND DUTIES OF OFFICERS OF THE CONGREGATION

Officers, Eligibility for Office, Nominations and Election procedures are outlined in the Constitution. Terms of officers shall begin on June 1 of each year and end on May 31 of the following year. Voting ex-officio members are not needed as part of stated quorum requirements and are not required to attend meetings. When both Co-Officers are present, only one vote is allowed per office.

#### Section 1. President (s)

- A. Number – one (1) or two (2)
- B. Term of office – one (1) year
- C. Qualifications:
  - a. Shall have been an Elder of the Congregation.
- D. Duties:
  - a. Call and preside at all regular and special business meetings of the Congregation and Board.
  - b. Preside over all votes of the Board outside of the regular or special business meetings following the stated rules of such votes. Such votes will not conflict with the Oregon statutes for member based Non-Profit organizations.
  - c. Appoint committee chairs as the President, Cabinets or Board shall deem necessary.
  - d. Cooperate with the Senior Minister(s) in providing direction and guidance to the overall program of the Congregation.
  - e. Serve as voting ex-officio member of the Finance and Program Cabinets and all committees.
  - f. Sign legal documents with the Clerk of the Board on behalf of the Corporation.
  - g. Recommend Nominating Committee appointments, including the chair, to the Board in January.
  - h. Appoint the chair(s) of Elders and chair(s) of Deacons. i. Appoint the Chair of the Disciples House Advisory Committee with the approval of the Board.
  - j. Appoint the chair of the Pastor/Parish Committee in consultation with the Minister(s).
- E. In case of Co-Presidents:
  - a. Only one vote is allowed per office where a vote is allowed by that office.
  - b. Duties may be split according to the desires of the elected Co-Officers with the approval of the Board.

#### Section 2. Vice-President(s) of Finance

- A. Number – one (1) or two (2)
- B. Term of office – one (1) year
- C. Duties:
  - a. Call and preside at Finance Cabinet meetings.
  - b. Be responsible for:

- Stewardship Campaign
- Preparation of the annual budget
- Control of expenditures
- Annual and monthly budget reviews.
- c. Present a proposed annual budget, including the prior year's history of expenses and income, to the Board and Congregation for approval in January.
- d. Appoint committees or task forces for the Finance Cabinet as needed.
- e. Serve on the Board and report the activities of the Finance Cabinet.
- f. Preside at meetings of the Board and Congregation in the absence of the President.
- D. In case of Co-Vice Presidents:
  - a. Only one vote is allowed per office where a vote is allowed by that office.
  - b. Duties may be split according to the desires of the elected Co-Officers and will be communicated to the Board and Cabinets and recorded in the minutes of those meetings.

### **Section 3. Vice-President(s) of Program**

- A. Number – one (1) or two (2)
- B. Term of office – one (1) year
- C. Duties:
  - a. Call and preside at Program Cabinet meetings.
  - b. Cooperate with the Program Cabinet to create and develop the overall program of the Congregation.
  - c. Participate in budget preparation, control of expenditures and budget review for the Program Cabinet.
- d. Serve on the Board and report the activities of the Program Cabinet.
- D. In case of Co-Vice Presidents:
  - a. Only one vote is allowed per office where a vote is allowed by that office.
  - b. Duties may be split according to the desires of the elected Co-Officers. The details will be communicated to the Board and Cabinets and recorded in the minutes of those meetings.

### **Section 4. Vice-President(s) of Personnel**

- A. Number – one (1) or two (2)
- B. Term of office – one (1) year
- C. Duties:
  - a. Call and preside at Personnel Committee meetings.
  - b. Serve on the Finance Cabinet and the Pastor/Parish Committee.
  - c. Appoint committees or task forces for the Personnel Committee as needed.
- d. Oversee the Personnel Committee in developing job descriptions and conducting the hiring process.
  - e. Prepare a recommended Personnel budget including allocation of salaries and benefits. Plan for appropriate staff recognitions.
  - f. Research and recommend Personnel policies.
  - g. Be responsible for annual staff evaluations, except for Senior Minister(s).
  - h. Communicate matters of importance to the President of the Congregation.
  - i. Serve as a voting ex-officio member of the Board. Attendance is optional.
- D. In case of Co-Vice Presidents:
  - a. Only one vote is allowed per office where a vote is allowed by that office.
  - b. Duties may be split according to the desires of the elected Co-Officers. The details will be communicated to the Board and Cabinets and recorded in the minutes of those meetings.

### **Section 5. Clerk(s)**

- A. Number – one (1) to three (3)
- B. Term of office – one (1) year
- C. Duties:
  - a. Record and file minutes of all regular and special business meetings of the Congregation, Board and Cabinets.
  - b. Receive and file written reports given to the Board and Cabinets.

- c. In cooperation with the Trustees, oversee the preservation of Congregational records.
- d. Sign legal documents with the President on behalf of the Corporation.
- e. May elect to handle the duties unassisted or recruit assistants.
- D. In case of Co-Clerks:
  - a. Only one vote is allowed per office where a vote is allowed by that office.
  - b. Duties may be split according to the desires of the elected Co-Officers. The details will be communicated to the Board and Cabinets and recorded.
  - c. One Clerk will be assigned as Clerk of the Board for legal corporate duties.

## **Section 6. Treasurer(s)**

- A. Number – one (1) to four (4)
- B. Term of office – one (1) year
- C. Duties: Be responsible for seeing that the following tasks are completed accurately.
  - a. Record and summarize on the monthly financial report, the funds deposited by the Financial Secretary or designee and Capital Campaign Treasurer in current and special financial accounts
  - b. Code the bills with the correct account numbers and disburse funds by check for payment of budgeted items and such other items as directed by the Cabinets or Board. Serve as the principal signer of checks.
  - c. Serve as a member of the Finance Cabinet.
- d. Keep a set of books and records reflecting an accurate account of all transactions. Maintain appropriate files.
  - e. Prepare a monthly financial report, including a summary of revenues and expenditures, for the Cabinets and Board. Prepare an annual summary of revenues and expenditures for the Congregation.
- f. Report transactions of special interest to the Finance Cabinet, such as unbudgeted receipts and expenditures.
  - g. Remind the Finance Cabinet to arrange for at least an in-house audit at the end of each fiscal year.
  - h. Maintain current signature cards for all financial accounts.
- i. Oversee the reconciliation of the financial institution statements.
- j. Be responsible for filing payroll and tax forms.
  - k. May elect to handle the duties unassisted or may recruit volunteer or paid assistants with the approval of the Finance Cabinet and Board.
- D. In case of Co-Treasurers:
  - a. Only one vote is allowed per office where a vote is allowed by that office.
  - b. Duties may be split according to the desires of the elected Co-Officers. The details will be communicated to the Finance Cabinet and recorded in the minutes.

## **Section 7. Financial Secretary (s)**

- A. Number – one (1) or two (2)
- B. Term of office – one (1) year
- C. Duties:
  - a. Keep a record of all pledges and contributions to the Congregation.
  - b. Supervise the collection of all financial instruments (stocks, bonds, and cash), except as specifically exempted by the Finance Cabinet.
  - c. Convert stocks and bonds contributions to cash as soon as possible.
  - d. Supervise the deposit of collected funds into appropriate financial accounts of the Congregation and supply to the Treasurer a record of each deposit.
  - e. Serve as a member of the Finance Cabinet.
  - f. Present a summary reflecting current estimates of giving to the Finance Cabinet each month. Provide a contributions report to each known contributor at least twice a year.
  - g. May elect to handle the duties unassisted or may recruit volunteer or paid assistants with the approval of the Finance Cabinet and Board.
- D. In case of Co-Financial Secretaries:
  - a. Only one vote is allowed per office where a vote is allowed by that office.
  - b. Duties may be split according to the desires of the elected Co-Officers. The details will be communicated to the Finance Cabinet and recorded in the minutes.



## **Section 8. Trustees**

- A. Number – three (3)
- B. Term of office – three (3) years consecutively, with minimum of one (1) year’s leave before election to another term. One (1) Trustee shall be elected each year.
- C. Duties:
  - a. Follow the procedures prescribed by Oregon State Law for non-profit corporations including filing the yearly corporation form.
  - b. Act as legal agents of First Christian Church of Corvallis, Oregon, under the direction of the Board.
  - c. Hold legal title to all Church property and assets on behalf of the Congregation and be responsible for all business transactions as related thereto.
  - d. Supervise all Permanent Funds of the Church and manage according to the Permanent Funds Policy.
  - e. Arrange for insurance policies which will keep Church and Church properties adequately insured against possible loss, damage or liability.
  - f. Assist with handling insurance claims.
  - g. Develop and maintain an inventory of all Congregational-owned properties and possessions.
  - h. Maintain the Trustee files, records and Church safe deposit box.
  - i. Update the safe deposit box signature cards yearly.
- j. Review the safe deposit box inventory yearly with the new Trustee and maintain the inventory list in the Trustee files.
- k. The senior Trustee shall serve as chair of the Trustees and as a member of the Finance Cabinet.

## **Section 9. Elders**

- A. Number – Minimum of twelve (12)
- B. Term of office – two (2) years, with a maximum of two (2) consecutive terms and one (1) year’s leave before election to another term. (Partial terms shall not be considered as full terms.) One half of the elders shall be elected each year.
- C. Expectations – Exemplify spiritual leadership as prescribed in the New Testament.
  - a. Regularly attend worship and Congregational activities.
  - b. Preside at the Lord’s Supper.
  - c. Assist as leaders of worship, education and other Congregational programs.
  - d. Serve as mentors, teachers and learners through regular Bible study and prayer.
  - e. Minister to individuals and groups in the Church Family in times of need.
  - f. Promote stewardship by giving time, talents and money to the programs of the Congregation.
- g. Participate in Elder training

## **Section 10. Deacons**

- A. Number: Minimum of eighteen (18)ear, with a maximum of three (3) consecutive terms and one (1) year’s leave before election to another term.
- C. Expectations: Act as servants by providing practical ministry as prescribed in the New Testament:
  - a. Actively serve the Congregation in areas such as committee membership, teaching, greeting and visitation.
  - b. Purchase and maintain communion supplies.
  - c. Prepare the Lord’s Supper and take care of the serving pieces for worship services and home communion.
  - d. Distribute communion emblems.
  - e. Assist in worship services.
  - f. Help prepare the sanctuary and building for worship and other activities.
  - g. Promote stewardship by giving time, talents and money to the programs of the Congregation.
  - h. Assist in preparing candidates for baptism.
  - i. Participate in Deacon training.

## **Section 11. At-Large Board Members**

- A. Number: Six (6)
- B. Term of Office: One (1) year, with a maximum of three (3) consecutive terms and one (1) year’s leave before election to another term.
- C. Duties:

- a. Participate in all Board meetings.
- b. Gain an understanding of the key issues of the Congregation.
- c. Approve, reject or recommend for further study, policy proposals brought before the Board from the Finance and Program Cabinets.
- d. Participate in other business of the Board as provided in the Constitution and By-laws.

**Section 12. At-Large Program Cabinet Members**

- A. Number: Minimum of six (6)
- B. Term of Office: One (1) year.
- C. Duties:
  - a. Participate in the regular monthly meetings of the Program Cabinet.
  - b. Participate in planning and calendaring the complete program of Congregational events and activities.
  - c. Participate in evaluating past programs.
  - d. Recruit volunteers to lead approved programs, events and projects.

**Section 13. Emeritus and Honorary Positions**

- A. Number: no limit
- B. Term of office: lifetime
- C. Qualifications: Shall have provided long-term dedicated service meriting the honor of such recognition. They shall be chosen by the Nominating Committee and elected by the Congregation. Those chosen for an Emeritus position must have previously held the office. This restriction does not exist for the Honorary position.
- D. Duties: No official duties or active responsibilities shall be assigned.

**ARTICLE III  
THE BOARD**

**Section 1. Responsibilities**

- A. The Board shall oversee the ministries of the Congregation through the Finance and Program Cabinets and standing committees
- B. The Board shall:
  - a. Receive written reports from the Finance and Program Cabinets, the Disciples House Advisory committee, the Pastor/Parish and Personnel Committee (standing committees that do not report to a Cabinet).
  - b. Approve, reject or recommend for further study, recommendations and policy proposals.
  - c. Approve the Nominating Committee in January.
  - d. Approve newly appointed Pastor/Parish Committee members annually.
  - e. Act to establish new positions and job descriptions on its own determination, or may approve such action as recommended by the Personnel Committee or Cabinets.
  - f. Conduct other business as deemed necessary and appropriate.
- g. Names of Trustees voted into office will be specifically noted in the Board minutes yearly.
- C. The Board shall approve and recommend matters to the Congregation for consideration and vote, including the following:
  - a. Nominations by the Ministerial Search Committee.
  - b. The annual Budget.
  - c. The annual slate of officers.
- d. Property acquisitions and sales, and borrowing of money.
  - e. Changes to Permanent and Endowment Fund Policies.
  - f. Other business as deemed necessary and appropriate.
- D. Board members are not simply to reflect the will of the Congregation, but to seek together to find and follow the will of Christ.
- E. The Board shall welcome participation by members of the Congregation in discussion at Board meetings, except for confidential personnel issues.

**Section 2. Board Meetings**

- A. Members of the Board shall meet four (4) to six (6) times per year.
- B. Board meetings will consist of updates, issues and future planning concerns relative to the responsibilities of the Board.
- C. Meetings will typically last approximately 1.5 to 2 hours.
- D. A majority of the Board members must be present to constitute a quorum.
- E. A majority vote of the Board members present is required to pass any motion.
- F. Any regular or special meeting of the Board may be held by telephone or telecommunications, so long as all members of the Board participating may simultaneously hear each other during the meeting.
- G. The latest edition of *Robert's Rules of Order* shall govern all regular and special business meetings of the Board.

**Section 3. Authority of the Board of Directors**

- A. The board will exercise, or delegate or otherwise authorize the exercise of all corporate powers except those belonging to the Congregation and will direct the management of the church's affairs, subject to any limitation set forth in the Articles of Incorporation and Constitution. The board will retain authority over and exercise the corporate powers, except where the Articles of Incorporation give the power to the Congregation.
- B. The Board may, without a meeting, use email, other electronic or written means to take action required or permitted to be taken at the board meeting under the following circumstances:
  - a. The church has a record of an email address for each Board member.
  - b. The President or Clerk of the Board sends to the email address of each director:
    - i. an announcement that the Board will take action,
    - ii. a description of the matter on which the board will take action and
    - iii. a deadline of not less than 48 hours after the time of the announcement in which a board member may vote.
  - c. The vote is by 2/3 of all Board members and includes minimal discussion not requiring a change to the original announcement wording.
  - d. A Board member may change their vote at any time before the deadline set forth in the email announcement.
  - e. The Board's action is effective on the deadline specified in the email announcement unless the announcement specifies a different effective date or time.
  - f. The Presidents(s) or Clerk of the Board includes the email announcement and a record of the member votes in church records reflecting the action that the board members took.

**ARTICLE IV  
CABINETS**

**Section 1. Role of the Cabinets**

- A. The ministries of the Congregation shall be developed, administered and implemented by two Cabinets: Program and Finance.
- B. The Cabinets will operate within the policies set by the Board and the Congregation.
- C. The Cabinets are responsible for both short- and long-range planning.
- D. The Cabinets may appoint committees and task forces as needed.
- E. The Cabinets shall recommend matters of governance and policy to the Board.
- F. The Cabinets shall report their activities to the Board and the Congregation.
- G. Cabinet actions shall always be subject to Board review.

**Section 2. Program Cabinet**

- A. The Program Cabinet is responsible for overseeing, developing and implementing the overall program of the Congregation. It shall include such aspects of ministry as Worship, Christian Education, Youth, Campus Ministry, Fellowship, Membership, Evangelism, Social Action, World Outreach and Ecumenical Relations.
- B. The Program Cabinet membership shall consist of:
  - a. Vice President(s) of Program
  - b. Clerk(s)
    - c. Six (6) Members elected At Large which must include one Elder and one Deacon past or present.
    - d. Minister(s) of the Congregation – 1 vote per minister

- e. President of the Congregation (voting ex-officio)
- f. Other staff and volunteers as deemed appropriate by the Cabinet
- C. The Cabinet may establish and recruit committees and task forces as deemed appropriate.
- D. Program Cabinet members are not simply to reflect the will of the Congregation, but to seek together to find and follow the will of Christ.
- E. Program Cabinet Meetings
  - a. Members of the Program Cabinet will meet once per month.
  - b. Program Cabinet meetings will consist of updates, issues and future planning concerns relative to the responsibilities of the Program Cabinet.
  - c. Meetings will typically last approximately 1.5 to 2 hours.
  - d. A majority of the Program Cabinet members must be present to constitute a quorum.
  - e. The latest edition of *Robert's Rules of Order* shall govern all regular and special business meetings of the Program Cabinet.
- F. The Program Cabinet shall welcome participation by members of the Congregation in all meetings.

**Section 3. Finance Cabinet**

- A. The Finance Cabinet is responsible for overseeing, developing and implementing the overall administrative and operational functions of the Congregation. Those functions shall include Finance, Budget Development, Personnel, Property Management, Stewardship, Capital Projects and Legal Matters.
- B. The Finance Cabinet shall consist of:
  - a. Vice President of Finance
  - b. Vice President of Personnel
  - c. Clerk(s)
  - d. Treasurer
  - e. Financial Secretary
  - f. Chair of the Trustees
  - g. Chair of House and Grounds
  - h. Minister(s) of the Congregation – (1 vote per minister)
  - i. President of the Congregation (voting ex officio)
  - j. Other staff and volunteers as deemed appropriate by the Cabinet
- C. The Cabinet may organize committees and task forces as deemed appropriate.
- D. The Cabinet shall:
  - a. Arrange for at least an in-house audit at the end of each fiscal year.
  - b. Provide a summary of Estimates of Giving to the Congregation each year.
- E. Finance Cabinet members are not simply to reflect the will of the Congregation, but to seek together to find and follow the will of Christ.
- F. Finance Meetings:
  - a. Members of the Finance Cabinet will meet once per month.
    - b. Finance Cabinet meetings will consist of updates, issues and future planning relative to the responsibilities of the Finance Cabinet.
    - c. Meetings will typically last approximately 1.5 to 2 hours.
    - d. A majority of the Finance Cabinet members must be present to constitute a quorum.
    - e. The latest edition of *Robert's Rules of Order* shall govern all regular and special business meetings of the Finance Cabinet.
- G. The Finance Cabinet shall welcome participation by members of the Congregation in all meetings.

**ARTICLE V  
STANDING COMMITTEES**

**Section 1. Personnel Committee**

- A. Membership: The Personnel Committee shall consist of:
  - a. Vice President of Personnel, serving as chair
  - b. Chair of the Pastor/Parish Committee

- c. Three (3) Members at Large, appointed by the Vice President of Personnel, with Board approval.
- B. The Personnel committee shall:
  - a. Counsel the paid staff of the Congregation and listen to their concerns, problems and joys.
  - b. Consider the paid staff's working conditions, salaries, fringe benefits, personal problems and job satisfaction.
- c. Recommend to the Board, policies for hiring and releasing staff and for extending the Congregation's ministry through them.
  - d. Obtain approval for new staff positions from the Board when required.
  - e. Maintain a file of current paid staff job descriptions.
- f. Handle any Personnel problems that arise, with the advice and assistance of the appropriate Cabinet.
- C. Procedures for hiring and releasing paid staff, except for Senior Minister:
  - a. The Personnel Committee shall assist in appointing Search Committees, other than for Senior Minister.
  - b. The appropriate Cabinet or Search Committee shall make recommendations to the Personnel Committee.
  - c. The Personnel Committee shall make the hiring decisions, except for Senior Minister.
  - d. The Personnel Committee shall oversee contract negotiations, except for Senior Minister.
  - e. A written statement covering terms of employment, probationary period, and job description shall be included in the committee minutes, a copy of which shall be given to the paid staff employee and one copy to the appropriate Clerk for filing.
- f. The Senior Minister oversees processing of the hiring paperwork.
  - g. The Senior Minister or the Personnel Committee may release any paid staff person, except Senior Minister, without cause during the probationary period.
  - h. The Senior Minister or the Personnel Committee may immediately terminate any paid staff person on grounds of theft, reporting to work under the influence of drugs or alcohol, workplace violence, falsification of records, or misuse of Congregational equipment.
- i. Performance-related release of paid staff beyond the probationary period requires approval of the Senior Minister and the majority of the Personnel Committee.
  - D. Confidentiality Policy. Due to the importance of confidentiality, meetings may be closed to members of the Congregation who are not also members of the committee. The Vice President of Personnel, the President of the Congregation or the Senior Minister may authorize a closed meeting of the Personnel Committee at their discretion.

## **Section 2. Pastor/Parish Committee**

- A. Purpose: To enhance communication, evaluation, and support between the Congregation, the Minister(s) and the Minister(s)' family(ies) and to serve as a support group for the Minister(s).
- B. Membership:
  - a. The Pastor/Parish committee chairperson will be appointed by the President of the Congregation in consultation with the Minister(s).
  - b. Minister
  - c. Vice-President of Personnel
  - d. The committee shall consist of a minimum of three (3) members broadly representing the life of the Congregation and ideally including at least one member of the original Search Committee. They will be appointed by the Pastor/Parish Committee Chairperson and the Minister, with the approval of the Board.
- C. Term of Office:
  - a. Upon the arrival of a new minister, the members of the original Search Committee shall automatically become members of the Pastor/Parish Committee and will serve for at least six months.
  - b. After a new minister has served six months, the committee shall be dissolved and reconstituted. The term will betwo (2) years. .
- D. Functions:
  - a. Foster trust by observing a policy of confidentiality.
  - b. Clarify the Minister's expectations of the Congregation and the Congregation's expectations of the Minister.
  - c. Encourage open discussion of problems, with the goal of isolating areas of conflict or disappointment which adversely affect working relationships.
  - d. Be sensitive to the needs of the Minister(s)' family(ies).

- e. Evaluate the Minister(s) performance at least every other year.
  - f. Collaborate in establishing goals for the Minister(s).
  - g. Recommend compensation adjustments for the Minister(s) to the Personnel Committee.
  - h. Meet at least once every three months.
- E. A Termination Policy shall be one of the items negotiated between the Senior Minister and the Congregation at the time of call.
- F. Conflict Resolution Policy:
- a. In the event of serious friction between the Senior Minister and one or more members of the Congregation, the Pastor/Parish Committee shall take the first step by mediating the matter as best it can. If unsuccessful, it shall enlist the aid of the Regional Minister(s) and cooperate with the Regional Minister(s) in achieving harmony.
  - b. The Pastor/Parish Committee may authorize the Regional Minister(s) to seek outside resource persons or professional consultants to assist with the situation in cooperation with the Board of the Congregation. Counsel will be kept confidential and continue as long as it is productive.
  - c. If agreements are made which can solve the problems, the agreed-upon decisions shall be monitored.
  - d. "Secret" meetings of official bodies shall not be held. Public discussion of the issues involved, by official bodies or individual members of those bodies, shall not be held prior to resolution of the conflict.
  - e. If all preceding endeavors have been unsuccessful, a formal request in writing shall be made to the Commission on the Ministry of the Christian Church (Disciples of Christ) in Oregon to provide a process, which will be followed in order to resolve the friction.
  - f. Decisions reached through the procedure recommended by the Commission on Ministry will not be placed before the Congregation for a vote unless the decisions are contested by one of the parties directly involved.
  - g. The Congregation at a special business meeting shall decide any contested decision by a simple majority vote.

### **Section 3. House and Grounds Committee**

- A. Congregational house and grounds shall be defined as:
- a. Buildings and other real properties owned by the Congregation, including any furniture, equipment, built-in appliances, and internal utilities
  - b. Landscaping and grounds surrounding the buildings
  - c. Vehicles and any other property owned by the Congregation that is deemed appropriate by the Finance Cabinet or Board
- B. Membership:
- a. The House and Grounds Chair(s) shall be appointed by the Vice-President of Finance.
  - b. Volunteer members will be recruited from within the Congregation.
- C. Duties:
- a. Maintain the buildings and grounds within the budget constraints.
  - b. Recommend maintenance projects for Congregational-owned properties to the Finance Cabinet when additional funds are needed.
  - c. Advise the cabinets or other interested parties, when additional equipment is being proposed, whether installation is feasible.
- d. Learn and implement or delegate recommended maintenance procedures.
- e. Recommend policies and procedures to the Finance Cabinet regarding Congregational-owned properties in regard to room usage.
  - f. Take immediate action when an emergency arises upon the Congregational-owned properties and grounds.

### **Section 4. Disciples House Advisory Committee**

- A. Purposes:
- a. Guide and direct the overall mission of the building and property, immediate issues and activities.
  - b. Plan and document long-term goals and overall mission.
  - c. Maintain a committee charter to detail role, authority and oversight structure and current mission.
- B. Membership:
- a. Chair of the Advisory board appointed by the President(s) yearly with the approval of the Board of



Directors.

- b. A minimum of three (3) members of the congregation at large selected by the Chair of the Advisory committee and approved by the Board.
- c. Vice-President(s) of Program voting ex-officio.
- d. President(s) of the congregation ex-officio.

C. Duties:

- a. Oversee all missions, building maintenance, policies and procedures associated with the ministry currently active in the Disciples House property.
- b. Report all issues and be advised by the House & Grounds regarding action to maintain and protect the building and property.
- c. Honor the history and mission of the house while being open to new possibilities.
- d. Recommend to the Board actions, ministries, procedures and policies consistent with the Purpose, Mission and Vision of the church as stated in the Constitution and By-Laws.
- e. Annually review the mission of the property, committee charter and all associated procedures and policies as approved by the Board.

## **ARTICLE VI CONFIDENTIALITY OF RECORDS**

Members of the Congregation have the right to inspect the records of the Church, except for personnel records, confidential pastor notes, counseling records, and individual contribution records. These records are restricted to the officers or Pastor(s) whose duties require access.

**Section 1.** Individual contribution records may only be accessed by the Financial Secretary and his/her assistant(s) and the Capital Campaign Treasurer(s).

**Section 2.** Personnel records may be accessed only by the Sr. Pastor, the Vice-President of Personnel and the appropriate committee (Personnel Committee or the Pastor Parish Committee). The Treasurer has access only to those records necessary to complete the payroll. Supervisors of individual employees have access to the records of the employees whom they supervise. The Church Office Manager securely maintains the Federal and State required files and collects documents needed to meet those requirements.

**Section 3.** Members wishing to have access to other records that are not easily retrieved, such as old minutes, may be required to provide written notice at least five business days in advance. If copies are needed, the Church may charge for the copies.

## **ARTICLE VII INDEMNITY**

Each person who shall be or shall have been a director, trustee, or officer of the corporation shall be indemnified by the corporation to the fullest extent not prohibited by law, against all liabilities and expenses at the time imposed upon or reasonably incurred by him or her in connection with, arising out of, or resulting from any action, suit or proceeding in which he or she may be involved or with which he or she may be threatened by reason of his or her then serving or having served as such director, trustee or officer, or by reason of any alleged act or omission by him or her in any such capacity, whether or not he or she shall be serving as such officer or director at the time any or all such liabilities or expenses shall be imposed or incurred by him or her. These indemnity provisions shall not be exclusive of any other rights which any director, trustee or officer may have pursuant to Oregon law.

## **ARTICLE VIII AMENDMENTS TO THE BY-LAWS**

These By-laws may be amended by a two-thirds (2/3) affirmative vote of the members of the Board in any regular or special business meetings of the Board. The proposed amendment shall be submitted in writing to the membership of the Board at least ten (10) days prior to the vote thereon. Revisions to the By-laws will be communicated to the Congregation.