

PROPOSAL for FEDERATION

This agreement for a Federated Congregation (Agreement) is made as of the twenty-sixth day of August 2018, by an Episcopal church known as The Vestry of the Church of the Nativity, Cedarcroft (hereafter Nativity), and by The Lutheran Church of the Holy Comforter (hereafter Holy Comforter and, collectively with Nativity, the Existing Congregations), the Episcopal Diocese of Maryland (hereafter Diocese) and the Delaware-Maryland Synod (hereafter Synod) of the Evangelical Lutheran Church in America (hereafter, ELCA).

The Lutheran Church of the Holy Comforter was incorporated as a congregation December 31, 1911 (and initially named "First English Lutheran Church of Govans"), until the name changed because Baltimore City already had a "First English Lutheran Church." It was founded as a congregation of the Maryland Synod, predecessor in name to the Delaware-Maryland Synod of the Evangelical Lutheran Church in America and has continued in its active Christian ministry to today. Nativity began its ministry in February 1910, as a mission of the Episcopal Diocese of Maryland under the leadership of the Rector of the Episcopal Church of the Redeemer. An Episcopal chapel in Garrett County, MD, was donated to the Diocese in 1913, subsequently dismantled and shipped 240 miles east and re-erected for Nativity's first worship on December 25, 1913. It was incorporated as The Vestry of the Church of the Nativity, Cedarcroft in 1947, as a parish of the Diocese and has continued in its active Christian ministry to today. On November 1, 2015, both congregations entered into a "Memorandum of Understanding" that envisioned an eventual "federated" congregation of the Lutheran and Episcopal Churches sanctioned by their respective judicatories.

The Constitutions, Bylaws and Continuing Resolutions of the ELCA provide that an ELCA congregation may form a federated congregation with a congregation of another church body with which a relationship of full communion has been established by a Churchwide Assembly of the ELCA. The Canons of the Episcopal Diocese of Maryland also provide such sanction. On January 1, 2001, the terms of "Called to Common Mission" became effective and achieved full communion between the ELCA and The Episcopal Church (TEC), with the goal of strengthening fellowship and enabling common witness, life and service. The ELCA, TEC, Synod and Diocese herein are referred to collectively as the "Judicatories."

On August 26, 2018, the voting members of Holy Comforter and Nativity, responding in faith to the call of the Holy Spirit through the Gospel and desiring to unite into one congregation affiliated with both the ELCA and TEC, desiring to preach the Word, administer the Sacraments, and carry out God's mission, have approved and adopted this Agreement and the Bylaws of the Congregation attached hereto as a part hereof (the Bylaws), and have pledged themselves to be governed by its provisions under the jurisdiction of the Bishop of the Diocese and the Bishop of the Synod, in the Name of the Father and of the Son and of the Holy Spirit.

ACCORDINGLY, the parties agree:

1: PURPOSE: The purpose of forming a single, federated congregation is to fulfill the primary purposes of the ELCA and TEC for ministry and mission in this Congregation, and to be a witness to the prayer of unity of Jesus Christ (John 17: 20-24). Through this federation, the members of this Congregation seek to engage in a common mission whereby all congregants share their resources in all aspects of ministry, including but not limited to worship, Christian formation, outreach, pastoral care, administration and fellowship.

2. PLAN FOR FEDERATION:

2.1. Nativity and Holy Comforter agree to consolidate their ministries to form a federated congregation to be known as The Church of the Nativity and Holy Comforter (the Congregation) as set forth in this agreement.

2.2. This Agreement and the Bylaws of the Congregation attached hereto as a part hereof (the Bylaws) shall be submitted to a duly announced joint meeting of the members of the Existing Congregations for approval.

2.3. Upon approval by the members of the Existing Congregations and the appropriate judicatories of the Diocese and the Synod, this Agreement shall be executed and delivered, and the Existing Congregations shall consolidate their ministries.

2.3.1. Nativity shall change its corporate name to “The Church of the Nativity and Holy Comforter”, will be the successor congregation to Holy Comforter and will administer any donor-restricted assets transferred by Holy Comforter according to the terms of the donor restriction.

2.3.2. Holy Comforter shall wind up its affairs, pay any outstanding liabilities, transfer all of its remaining assets to The Church of the Nativity and Holy Comforter and dissolve its corporate existence, at which time The Church of the Nativity and Holy Comforter will become the successor in interest to Holy Comforter for the purpose, among others, of receiving and taking title to future gifts and bequests to Holy Comforter.

2.3.3. The Bylaws shall be adopted as the Bylaws of The Church of the Nativity and Holy Comforter.

2.3.4. The Diocese shall recognize the Congregation as a congregation in union with the Convention of The Protestant Episcopal Church of the Diocese of Maryland, and shall include the Congregation as a congregation affiliated with the Diocese for purposes of its Group Exemption from Federal income tax.

2.3.5. The Synod shall recognize the Congregation as a congregation affiliated with the Synod and the ELCA, and shall include the Congregation on the official rosters of congregations of the Synod and of the ELCA, eligible for the ELCA’s Group Exemption from Federal income tax.

3. CONFESSION OF FAITH:

The Congregation confesses the Christian faith as expressed in the Constitution of the ELCA, as amended; in the statements of faith of TEC, the Book of Common Prayer and the Diocese; and in the Agreement in the Doctrine of the Faith in “Called to Common Mission,” which includes the confession of:

- The Triune God – Father, Son, and Holy Spirit;
- Jesus Christ as Lord and Savior and as the Word of God incarnate;
- The Gospel as the power of God for the salvation of all who believe;
- The canonical Scriptures of the Old and New Testaments as the inspired written Word of God and the authoritative norm of the Church’s proclamation, faith and life; and
- The ecumenical creeds as true declarations of the faith of the Church.

4. MEMBERSHIP:

- 4.1. Members of this congregation shall be those baptized persons who sign the roll of the Congregation (or otherwise designate themselves as members in accordance with the practices and procedures used by the Congregation) at the time the Congregation is established or thereafter.
- 4.2. Members of this Congregation also shall be considered members of the ELCA and TEC and the Synod and the Diocese.
- 4.3. Persons desiring membership shall not be hindered or prevented so to become by race, ethnic identity, sexual orientation or gender identity and shall not be restricted from any service, ministry or participation in this Congregation.
- 4.4. Confirmed members of this Congregation shall be all those who are confirmed or have been received into membership through confirmation (either by Bishop or Pastor).
- 4.5. Communicant members are those who, during the preceding year, have received Holy Communion in this Congregation.
- 4.6. Communicants in good standing are those communicant members who have been faithful in corporate worship, unless for good cause prevented, and in working, praying and giving for the spread of the Kingdom of God.
- 4.7. Voting members are confirmed, communicant-in-good-standing members who are 16 years of age or older.

5. CLERGY:

- 5.1. One purpose of "Called to Common Mission" is to permit the full interchangeability and reciprocity of the clergy of the ELCA and TEC. To serve under call or contract with the Congregation, the Pastor (heretofore referred to as Rector in Episcopal nomenclature) shall be an ordained presbyter in good standing in either TEC, the ELCA, or any denomination in full communion with both denominations.
- 5.2. This Congregation agrees to call pastoral leadership in accordance with the procedures established under the direction of the bishops of both the Diocese and the Synod, and with the guidance and approval of both bishops. In the event of the need for the replacement of the Pastor, the Congregation shall notify the bishops of the Judicatories and request their assistance in initiating a search for a successor. The process shall follow the standard procedures employed by the Diocese and the Synod, except as those procedures may be modified and harmonized with the approval of both bishops. When both bishops approve recommended candidates, a pastoral search committee (six persons appointed by Church Council) shall recommend their selected candidate to the Church Council for endorsement and then to the congregation for a call vote.
- 5.3. The Judicatories agree to accept and recognize the status, actions and ministries of an ordained member of the clergy serving the Congregation under approved call or contract without regard to the ordained member of the clergy's denominational affiliation. The Pastor or any assisting clergy of this Congregation shall be under the canonical jurisdiction of the bishop of the Judicatory in which (s)he is rostered and holds membership and shall be subject to the discipline of the Judicatory to which (s)he is accountable. The specific duties of the member of

the clergy, compensation, and other matters pertaining to the service of the member of the clergy shall be included in a letter of call, which shall be attested to by the bishops of the Synod and the Diocese.

5.4. The duties of member(s) of the clergy of this Congregation are described in the canons and constitutions of TEC and the Diocese, and of the ELCA and the Synod. The member(s) of the clergy of this Congregation shall fulfill these duties to the best of their ability. The member(s) of the clergy serving under call or contract with the Congregation will make diligent effort to comply with the requirements of both Judicatories in serving the Congregation.

5.5. The Pastor shall, among his/her other duties, be responsible for presiding at and providing for the worship life of the Congregation. (S)He may delegate presiding roles to other clergy or authorized presiders and assisting roles to those properly chosen and trained at his/her discretion. The worship life of the Congregation shall make faithful use of and primarily be based upon or derived from the approved rites and ceremonies of TEC and the ELCA. The Pastor and those who assist in worship planning shall endeavor to make use of and to creatively and responsibly combine liturgical resources of both denominations and other appropriate resources and to effectively enculturate the rites and ceremonies in such a way as to express the mission of the Congregation in worship.

5.6. When a member of the clergy is called to serve in company with another member(s) of the clergy, the privileges and responsibilities of each shall be specified in documents to accompany the call and to be drafted in consultation involving the members of the clergy, the Church Council and the bishops of the Synod and Diocese. As occasion requires, the documents may be revised through a similar consultation.

5.7. The Synod will grant the Pastor(s) seat, voice and vote at the Synod's Assemblies, provided the Congregation is otherwise qualified to be seated at the Synod's Assembly. The Diocese will grant the Pastor(s) seat, voice and vote in Diocesan Conventions, provided the Congregation is otherwise qualified to be seated at the Diocesan Convention. The Synod and Diocese will grant assisting clergy seat, voice and vote in accordance with its respective rules.

5.8. If a member of clergy is rostered in the ELCA and is under full-time call to the Congregation, (s)he shall be a member of the Congregation.

5.9. The member(s) of the clergy serving this Congregation shall be compensated in a manner that meets or exceeds the compensation standards of both Judicatories, this being considered the minimum compensation, said compensation agreement to be a signed contract attached to the document by which the member of clergy is called and annually revised and renewed thereafter. The member of the clergy of this Congregation shall participate in the pension and benefits plan of the Judicatory in which (s)he is rostered, with appropriate contributions by this congregation.

5.10. Termination of the service of a member of the clergy of this Congregation may occur as described in the policies and procedures of the Judicatory with which (s)he is rostered.

5.11. This Congregation shall make satisfactory settlement of all financial obligations to a former member of the clergy before calling a successor. A member of the clergy shall make satisfactory settlement of all financial obligations to this Congregation before beginning service in a call to another congregation or employment in another ministry setting.

5.12. During the period of service, an Interim Pastor shall have the rights and duties in the Congregation of a regularly called Pastor and may delegate the same in part to a supply

member of the clergy with the consent of the bishop of the Synod or Diocese and the Church Council. The Interim Pastor and any ordained member of the clergy providing assistance shall refrain from exerting influence in the selection of the next Pastor.

5.13. Supply clergy shall be retired or active clergy on the supply rosters of either of the Judicatories or otherwise approved by one of the bishops.

6. CHURCH COUNCIL:

6.1. The Church Council shall be the governing body for the Congregation on behalf of the Congregation and subject to the actions of the Congregational meetings. The Church Council will make diligent effort to comply with the requirements of both Judicatories in governing the Congregation. The elected members of the Church Council are lay leaders of this Congregation and role models and servants of Christ. Rules for composition, election and duties of the Church Council shall be outlined in detail in the Bylaws.

6.2. The Church Council shall ensure that all committees, teams and organizations within this Congregation exist to support the ministry of the Gospel of Jesus Christ.

7. GOVERNING PROVISIONS:

7.1. The Congregation shall be subject to the constitutions, canons and other governing provisions of the Judicatories.

7.2. The regular rules for governance of the Congregation shall be provided for in this Agreement and the Bylaws. The Bylaws may not be in conflict with this Agreement or with the canons and constitutions of the Judicatories except as described in Section 7.7 of this Agreement. Any amendments to this Agreement or the Bylaws shall be submitted to the Diocese and the Synod for review and approval prior to their implementation.

7.3. The Synod and the Diocese agree to work cooperatively with regard to procedures and methods for oversight and support of this Congregation, for calculating its membership, assessments and apportionments (as set forth in the Bylaws), and in resolving disparities between the governing provisions of the Synod and Diocese. No provision of this Agreement shall be construed as modifying or amending the constitutions and other governing provisions of the ELCA or TEC or of the Synod or the Diocese in application to any matter or congregation other than this federated Congregation.

7.4. Any actions of the Congregation or this Congregation's Church Council that are contrary to the constitutions, canons or other governing provisions of the Judicatories may be invalidated by the Judicatories. Substantive complaints against the actions of the Congregation or its Church Council may be taken under the constitutional provisions of appeal in either the ELCA or TEC, according to the choice of the complainant. Once a complainant has appealed to one Judicatory, the other Judicatory shall not accept simultaneous jurisdiction in the same manner, unless the Judicatories agree to a transfer of jurisdiction. If the complaint concerns actions that would violate the constitution, canons or governing provisions of one Judicatory and not of the other, the Judicatory for which the actions do not constitute a violation shall transfer jurisdiction of the matter to the other Judicatory. Prior to rendering a final decision, the Judicatory with jurisdiction shall consult with the other Judicatory and obtain its concurrence in the decision. Decisions made by the Judicatory with jurisdiction shall be final and binding on the Congregation's members and its Church Council.

7.5. That which is cause for discipline or removal of a member from membership in this Congregation shall be defined by the respective canons and constitutional provisions of the Diocese and the Synod and shall be dealt with in consultation with the Bishops.

7.6. Adjudication of disputes among factions within this Congregation on substantive issues that cannot be resolved by the parties shall be dealt with through consultation with the Bishops of the Diocese and Synod.

7.7. This Agreement is intended to be a written reflection of the understandings of the signatories to this Agreement. The parties to this Agreement acknowledge that the Judicatory requirements may differ or conflict on some matters, including by way of example and not limitation: capital improvements, the borrowing of funds, the acquisition or sale of real property, conduct of worship, structure of endowments, calculation of membership and of assessments/apportionment, and changes in the status of a congregation. The signatories acknowledge that all potential and possible contingencies cannot be identified in advance. Recognizing the unique nature of the Congregation as a living witness to church unity and cooperation, each party of this Agreement accordingly pledges to cooperate with the other parties to implement the spirit and intention of this Agreement for the mutual use and benefit of the Congregation and Judicatories.

8. OPERATIONS:

8.1. For the purpose of completing the parochial reports to the respective Judicatories, the Congregation will report 50% of its membership to each. Numbers in categories of membership appropriate to each denomination shall be calculated. Notes will be appended to each report that the Congregation is a Federated congregation and that its total membership is as noted. The Congregation will report other numerical counts in a similar manner.

8.2. Apportionments and assessments to the various Judicatories will be calculated on the same 50/50 basis as used for membership. Nothing in this Agreement shall limit the Congregation from responding financially or programmatically to special appeals from the ELCA or TEC or their Judicatories or from other benevolent organizations affiliated with these Judicatories or unaffiliated organizations as approved recipients by the Church Council or the Congregation.

8.3. This Congregation shall send delegates/alternates to Diocesan Conventions and Synodical Assemblies in numbers according to established guidelines of the respective Judicatories, and shall participate in other ministries of the Synod and Diocese.

8.4. For purposes of licensing lay-persons to serve in ministries requiring licensure by a Judicatory, the Judicatories agree to accept the ministry of any Congregational member on an equal basis for purposes of certification, licensure, or similar sanction, regardless of previous denominational affiliation of the Congregational member. This provision shall not otherwise affect a Judicatory's prerequisites and qualifications for the certification, licensure, or similar status of a Congregational member.

8.5. The Endowment Fund shall be managed in compliance with the requirements of the constitutions and other governing documents of TEC and the ELCA. Should any requirements of the ELCA or TEC be inconsistent, the Judicatories will endeavor to resolve such issues in a manner that does not necessitate the creation of separate endowment funds governed solely by TEC or ELCA provisions. The Church Council may appoint an Investment Committee to

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research and advise it on investments of the Endowment Fund. Final decisions on specific investments, however, shall rest exclusively with the Church Council.

9. OTHER ORGANIZATIONAL MATTERS:

9.1. Should this Congregation wish to relocate, it shall confer with the bishops of the Diocese and the Synod and secure Diocesan and Synodical approval before taking any steps on such an action.

9.2. Should this Congregation desire to sever its relationship with either the Diocese or the Synod, or both, the bishops of the Diocese and the Synod shall consult with the Congregation as to the procedure and applicable constitutional and canonical provisions. Under no circumstances may any properties of the Congregation, real or otherwise, or any monies be distributed to anyone during a consideration to sever relationship to the Judicatories without express approval of both bishops and/or of the diocesan and synodical governing bodies.

9.3. This Congregation may be dissolved by action which complies with applicable requirements of both the Diocese and the Synod, subject to the harmonizing rules of Section 7.7 of this Agreement.

9.4. If this congregation ceases to exist for any reason, including a dissolution, all properties, real and personal, at the execution of this agreement, shall pass to the Diocese except that the Endowment Fund shall be divided equally between the Diocese and the Synod. The Judicatories agree to deal with one another in good faith in negotiating an equitable division or sale of any real and personal property acquired after the execution of this agreement.

10. CONGREGATIONAL MEETING: The annual meeting and any special meetings of this Congregation shall be held in accordance with the Bylaws.

11. INDEMNIFICATION: Consistent with the provisions of the laws of the State of Maryland, this Congregation may adopt provisions providing indemnification for each person who, by reason of the fact that such person is or was a Church Council member, officer, employee, agent or other member of any committee of this Congregation, was or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative, arbitration, or investigative proceeding.

12. AMENDMENT: This Agreement may be amended or modified from time to time, provided that any such amendment or modification shall be approved by both Judicatories, a majority of the Church Council and a majority of the voting members of the Congregation present at a properly called Congregational Meeting.

13. ARBITRATION: In the event the Judicatories cannot agree whether to accept a proposal for purchase, the issue of determination of the appropriateness of the proposed contract shall be subject to mandatory binding arbitration for the sole purpose of determining whether acceptance or rejection of a third party's purchase offer is reasonable or appropriate under the circumstances, with the determination at arbitration being binding upon the parties. Either of the Judicatories may make application in the event of an impasse, with all costs for arbitration being equally borne by them. The determination arising out of any such binding arbitration may be enforced by specific performance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of ____ day of _____, 2018:

(s) _____
The Right Reverend Eugene T. Sutton, Bishop
The Episcopal Diocese of Maryland

(s) _____
The Reverend William H. Gohl, Bishop
The Delaware-Maryland Synod, ELCA

(s) _____
The Reverend T. Stewart Lucas, Pastor
The Church of the Nativity and Holy Comforter

(s) _____
Mr. Lee Smith, Senior Warden
The Vestry of the Church of the Nativity, Cedarcroft

(s) _____
Ms. Nedra Cook, President, Congregational Council
The Lutheran Church of the Holy Comforter

(s) _____
The Reverend Natalie Conway, President, Standing Committee
The Episcopal Diocese of Maryland

(s) _____
Kathleen Schotto, President, Diocesan Council
The Episcopal Diocese of Maryland

(s) _____
John Auger, Vice President
The Delaware-Maryland Synod, ELCA

BYLAWS

of the
The Church of the Nativity and Holy Comforter

PREAMBLE: These bylaws are adopted pursuant to the authority granted in Section 5-334 of the Corporations and Associations Article of the Annotated Code of Maryland relating to religious corporations affiliated with the Episcopal Diocese of Maryland and the Delaware-Maryland Synod of the Evangelical Lutheran Church in America.

BL. 1: MEMBERS: The categories of members are defined in Section 4 of the Agreement.

BL. 2. CHURCH COUNCIL:

Section 1. Eligibility to Serve: All voting members of the Congregation are eligible to serve on the Church Council.

Section 2. Number and term of office: The Church Council shall consist of the Pastor, with voice, and nine lay members, with voice and vote, chosen from among the voting members of the Congregation. Of the nine lay members, three shall be elected each year and serve three-year terms. A lay member shall take office immediately upon election. No lay member shall be eligible for re-nomination and re-election to the Church Council for a period of one year after the member's term has expired, provided, however, that prior service on the Church Council in filling a vacancy shall not be considered a disqualification for re-election. Absence of any member from two consecutive Church Council meetings without a valid excuse shall be considered a resignation tendered and accepted, and the Church Council may so declare and fill the vacancy.

Section 3. Nominations: A committee of five voting members of this Congregation, two of whom shall be members of the Church Council, shall be appointed by the Pastor and brought to Church Council at least two months in advance of the Congregation's next Annual Meeting. The nominating committee may solicit nominations from the Congregation three months in advance of the annual meeting. The Church Council shall approve all nominees and provide names and short biographies to the Congregation in advance of the annual meeting. The nominations shall be at least equal to the number of vacancies.

a. Election: Church Council members shall be elected at the Annual Meeting by the voting members present and voting from those candidates nominated by the nominating committee and confirmed by the Church Council. In addition, qualified voting members of the Congregation may be nominated from the floor and declared eligible for election. Voting by proxy shall not be permitted. Those candidates receiving the highest number of votes for the vacancies to be filled shall be deemed elected. In the case of a vacancy between Annual Meetings, the Church Council may elect an eligible voting member to fill the unexpired term.

Section 4. Officers: The Church Council shall elect a Vice President (known as Senior Warden in Episcopal nomenclature), Treasurer, and Secretary (known as Registrar in Episcopal nomenclature). The Pastor shall serve as President. The officers shall normally be members of the Church Council. With the exception of the Pastor, officers will serve one-year terms,

renewable for not more than five consecutive years. The Pastor shall normally preside at all meetings of the Church Council, or if absent, the Vice President may preside. Only members of the Church Council may vote, although other officers may have voice. The Pastor shall vote in the event of a tie.

- a. The Pastor, as President of the Congregation, shall perform such duties as may be prescribed in the Synod or Diocesan constitutions.
- b. The Vice President shall perform the duties of the Pastor if the Pastor has resigned and an Interim Pastor has not been appointed.
- c. The Secretary shall have custody of the corporate seal of the Congregation. The Secretary shall record the minutes of all meetings of the Church Council as well as annual and special meetings of the Congregation. The Secretary shall be charged with the responsibility of keeping up-to-date at least two copies of the Bylaws, which shall be open to inspection in the Congregational office at reasonable business hours by any voting member of the Congregation. In addition, the Secretary shall perform such other duties as may be assigned to the Secretary by the Church Council. Upon approval of the Church Council, all minutes of meetings of the Church Council shall be made available to the Congregation, in hard copy and electronically (via e-mail, the Church's official website, or social media).
- d. The Treasurer shall maintain the financial records of the Church and shall have general custody of all Congregational funds, securities and other investments. All monies received by the Church shall be delivered to the Treasurer, and all expenses and other payments shall be made by the Treasurer, or under the Treasurer's direction. The Treasurer shall make transparent reports as to the general financial condition of the Congregation, monthly, to the Church Council and annually at the Annual Meeting. Said reports shall be made available to the entire Congregation, in hard copy and electronically (via e-mail and/or the Church's official website).
- e. Such other officers as may be designated by the Church Council shall have and perform such powers and duties as may be assigned to them by the Church Council.
- f. A Property Manager may be designated by the Church Council and shall have and perform such powers and duties as may be necessary to supervise the repair, maintenance, and upkeep of the buildings and grounds of the Church.
- g. The Church Council shall elect the necessary representatives to both Diocesan Conventions and Synod Assembly reflecting the diversity of the Congregation. Said representatives may not serve more than two consecutive terms.

BL. 3. COUNCIL DUTIES AND POWERS: Members of the Church Council shall act as trustees for the Congregation in accordance with the public general laws of the State of Maryland regulating religious corporations affiliated with the Diocese of Maryland and the Delaware-Maryland Synod and shall have and exercise all corporate powers and privileges of the Church under such laws.

BL. 4. MEETINGS:

Section 1. Church Council: Regular meetings of the Church Council shall normally be held monthly. Special meetings may be called by the Pastor or by one-third of the Church Council members. Notice of the time and place of all regular and special meetings and the purpose of all special meetings shall be presented to every Church Council member either in person or by telephone and/or email, not less than 48 hours preceding the meeting. No business shall be transacted at special meetings except that specified in the notice. No special meeting may be called in the absence of the Pastor. All meetings of the Church Council, both regular and special, are open to members of the Congregation, except that personnel and certain investment discussions may be held in executive session.

Section 2. Quorum: Four members of Church Council and the Pastor if the Pastor is present, or five members of the Church Council if the Pastor is not present, shall constitute a quorum for regular and special meetings of the Church Council.

Section 3. Annual Meetings: There shall be an annual meeting of the voting members of the Congregation. The business to be transacted at the annual meeting of the voting members shall include the election of Church Council members; consideration and action upon the reports of the Pastor, Officers, Church Council and committees/teams; adoption of the budget; and any other business within the power of the Congregation as a religious corporation within the State of Maryland. Voting by proxy or by absentee ballot shall not be permitted. All actions approved by the Congregation shall be by majority vote of those voting members present and voting except as otherwise provided for in this Agreement or by State law.

Section 4. Special Congregational Meetings: A special Congregational meeting may be called by the Pastor or the Church Council upon the written request of at least 25 of the voting members. The Pastor also shall call a special meeting upon the request of either of the bishops of the Synod or Diocese. The call for each special meeting shall specify the purpose for which it is to be held, and no other business shall be transacted. Notice of all meetings of the Congregation shall be presented at worship services on the preceding two consecutive Sundays or by mail or electronic means as permitted by State law, to all voting members at least 10 days in advance of the date of the meeting. The quorum at a properly noticed meeting shall be one half of the previous year's Average Sunday Attendance. Voting by proxy or by absentee ballot shall not be permitted. All actions approved by the Congregation shall be by majority vote of those voting members present and voting except as otherwise provided for in the Agreement of Federation or by State law. Robert's Rules of Order, latest edition, shall govern parliamentary procedure of all meetings of this Congregation.

BL.5. FISCAL MATTERS:

Section 1. Fiscal Year: The fiscal year of the Congregation shall be the calendar year.

Section 2. Signature to Commercial Paper: All checks and drafts shall be made, drawn and endorsed in the name of the Congregation in such manner as the Church Council may from time to time authorize.

Section 3. Limitations to Expenditures: Any expenditure in excess of \$5,000 not specifically provided for in the current annual budget must be approved in advance by the Church Council.

Section 4. Audit: The financial books and records of the Church shall be audited annually by a Certified Public accountant chosen by the Church Council or by three or more responsible persons other than the Treasurer appointed by the Church Council. Such audit shall be submitted to the Church Council within 60 days following the close of the fiscal year and shall be filed with the records of the Congregation.

Section 5. Fidelity Bond: The Treasurer and such other officers, employees or other persons handling Congregational funds as the Church Council may direct from time to time, whether salaried or non-salaried, shall be bonded for the faithful performance of their duties at the expense of the Congregation, in such amounts and by such surety companies as the Church Council may deem sufficient.

BL. 6: AMENDING BYLAWS: These bylaws may be altered, amended, repealed or supplemented by an affirmative vote by two-thirds vote of those voting members present at an Annual or Special Congregational Meeting, provided that any such alteration, amendment, repeal or addition, whether proposed by the Church Council or by the voting members calling a special meeting pursuant to Bylaw 4, Section 4, shall be specified in the notice of the meeting.

BL. 7: CONTINUING RESOLUTIONS: The Church Council, at its regular meetings, may form committees, teams or task groups to advance the mission of the Church. A Continuing Resolution with specific direction/mandates shall be adopted by the Church Council and amended or deleted as needed. Continuing Resolutions (motions for on-going directions of the Congregation) shall be numbered by the Secretary and recorded in regular minutes of Church Council. They shall be recorded, [e.g., CR. 4, 18 # (Continuing Resolution, April (4), 2018 (18), and a number since a meeting may have multiple on-going resolutions]. Such groupings may include but are not limited to:

Worship and Music	Christian Formation
Outreach and Missions	Christian Education: Children, Youth and Adult
Finance/Stewardship/Endowment	Social Justice
Property	Parish Life
Personnel	Staff Support
Stewardship	

(As amended and adopted on August 26, 2018)