

PROPOSED DOCKET
Presbytery of Prospect Hill Called Presbytery Meeting
May 15, 2021

9:30 a.m.	Call to Order and Opening Prayer	Nancy Janssen
	Notes about the Zoom format	Annika Lister Stroope
	Introduce First Timers and Guests	Nancy Janssen
	Approve Docket	
	Statement of Quorum	
	Approve Excused Absences	
	Seat Corresponding Members	
	Motions from Moderator Team/Council	Kevin Freese
	• Approve the sale of the manse of First Presbyterian Church, Cleghorn	p. 1
	• Approve the sale of the manse of Zoar Presbyterian Church, George	p. 8
	• Approve the revised Bylaws	p. 26
	• Approve the Manual of Operations	p. 33
	Motion from Nominating Committee	Jan Christensen
	• Elect the slate of nominees to the Congregational Vitality Committee	p. 78
	Closing and adjournment	

Please note: We will take a screen shot of the meeting; if you do not want to be in the photo, please turn off your camera at a time that will be designated during the meeting.

The next stated meeting of the Presbytery of Prospect Hill will be Saturday, October 23, 2021

JANUARY 31, 2021 SPECIAL CONGREGATION MEETING
First Presbyterian Church, Cleghorn

A special congregation meeting of First Presbyterian Church, Cleghorn, was held at 11:20 am after the church service January 31, 2021. The meeting was called to order with prayer by Rev. Marshall Brown, Carroll, Iowa via phone speaker call. A quorum was declared by Cheryl Plagman, clerk of session. Present were 12 members, with 8 members sending their vote via text.

A motion was made to sell the manse, second. After discussion, a motion was made to revise the motion to state that the property and manse structures be sold as one. Also, the survey of the property lines will be done after the frost leaves the ground. Approved unanimously.

A motion to sell the bell, second, with discussion following. It was brought up to sell or move it as it is in the garage and will have to be taken out. After a revision of the motion to state that the bell is to be disposed of as session. Approved unanimously.

Motion and second to adjourn the meeting at 11:30 am. Rev. Brown thanked the church for allowing him to participate in our meeting and being his first phone call meeting, and closed the meeting with prayer.

Clerk of Session,
Cheryl Plagman



OFFER FOR REAL ESTATE

(Including Acceptance, Counter, or Rejection)



12:00 ☐ a.m. ☒ p.m. Mar 19, 2021
 TIME DATE OF OFFER

OFFICE USE ONLY:
 OFFER ACCEPTED _____

Check all boxes that apply.

I. DISCLOSURE CONFIRMATIONS.

A. AGENCY. Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand who is representing them, and the disclosures were provided prior to signing this Offer For Real Estate.

Buyer's Brokerage ISB Services Inc. Seller's Brokerage FSB Realty
 Dual Agent/Brokerage _____

B. SELLER PROPERTY DISCLOSURE. If this offer is for 1 to 4 unit residential property, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Seller accepting an offer, or counter-offering to Buyer. By signing below, Buyer confirms Buyer ☐ has ☐ will promptly received and read Seller's property disclosure statement. If Seller is exempt from providing disclosure under the Code of Iowa, check here ☒.

C. LEAD-BASED PAINT. If this offer is for a residential property built prior to 1978, Seller or Seller's Agent must provide Buyer with: (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer ☐ has ☐ has not received and read the above described documents. In the event that Seller is exempt from providing documents under EPA regulations, check here ☒.

D. REQUEST TO COMPLETE FORM DOCUMENTS AND REALTOR® PERMISSION TO CALL. Buyer and Seller request that Broker(s) select and complete documents allowed by law, and authorize REALTOR®/Broker(s) to call, fax, and email residence.

1. <u>[Signature]</u> 3/19/21 BUYER DATE	1. <u>[Signature]</u> 3-22-21 SELLER DATE
2. _____ BUYER DATE	2. <u>[Signature]</u> 3-22-21 SELLER DATE

II. OFFER TO: Liberty Presbyterian Church (herein designated as Seller).
 The undersigned Benjamin Kamphoff (herein designated as Buyer)
 hereby offer to buy the real property situated in Cherokee County, Iowa. Located at and briefly described as:
100 Church St, Cleghorn, Iowa,
 and legally described as: ALL LOT 5 & 6 & E11' OF S75' LOT 7 3RD ADD 4085

hereinafter designated as "Property," together with any easements and servient estates appurtenant thereto and subject to zoning restrictions, restrictive covenants, easements, and mineral reservation, if any, and agrees to pay you for such property the sum of \$ 45,000
 AS FOLLOWS: \$ 500 earnest money to be held in trust by FSB Realty Trust
☒ Seller's ☐ Buyer's ☐ both Seller's and Buyer's Agent, hereinafter referred to as "Broker" or "Agent," pending delivery of final papers and the balance upon delivery of warranty deed or upon execution of a real estate contract as hereinafter provided. The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller or vendor. The term "Buyer" shall include buyer or vendee. The terms "sell" and "sale" shall include sale, lease, rent, exchange or option.

Check the appropriate boxes. (A) or (B) or (C) or (D) and if applicable (E)

☐ (A) CASH to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has the right to receive immediate verification of funds

☒ (B) NEW MORTGAGE: This contract is contingent upon Buyer obtaining a bona fide/firm commitment for a

- ☒ Conventional
☐ ARM
☐ FHA
☐ RECD
☐ VA (In the event of FHA or VA financing, see Addendum – Offer for Real Estate attached hereto and by this reference made a part of this contract.)
☐ Other _____

Mortgage for not more than _____ % of the purchase price not to exceed _____ % interest rate no later than
April 15, 20 21.

All usual costs incurred in securing such mortgage shall be paid by the Buyer.

Buyers [Signature] and Sellers _____, _____ acknowledge that they have read this page.
 (Initials) (Initials)

☐ Seller ☒ Buyer agrees to pay the loan placement or origination fee, or loan closing costs if required, not to exceed _____ % of the mortgage. (Closing costs may include: loan origination fee, discount points, pre-paid, attorney fees, recording fees, etc.) The balance of the purchase price less the proceeds of such mortgage shall be paid by Buyer in cash.

FINANCING COMMITMENT. Buyer agrees to make loan application (if applicable) immediately, or within Done calendar days, and use Buyer's best good faith effort to obtain a financing commitment. If Buyer has timely made the application as set out herein and a loan commitment (with all lender contingencies met) cannot be obtained by Buyer, this agreement shall be null and void and all earnest money shall be returned to Buyer. If Buyer does not make timely delivery of said commitment, as stated, then Seller may terminate this Offer by written notice of termination to Buyer. Buyer shall immediately confirm insurability of Property.

Financing Contingencies Options: (Check all that apply):

☐ Buyer's delivery of a copy of a written loan commitment to the Seller (even if the commitment is subject to conditions specified by the lender, such as appraisal) shall satisfy the Buyer's financing contingency, and the financing contingency shall be considered removed from this Purchase Contract as of the date of delivery.

☒ Both parties will await appraisal. Appraisal must be completed by this date: 4-29-2021
May 7, 2021

☐ Awaiting other mutually agreed financing terms which shall be in writing.

☐ (C) **ASSUMPTION OF MORTGAGE OR CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

☐ (D) **INSTALLMENT CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

☒ (E) **OTHER TERMS/CONTINGENCIES** (i.e. any subject to sale, subject to Buyers on possession are permitted to utilize the real estate for a specific purpose, etc.): The survey will be at the expense of the seller and boundaries must be approved by the buyer. This offer is contingent on the sellers agreeing to the interim occupancy agreement.

This agreement is also subject to the following terms and conditions:

1. **TRUST PAYMENTS.** All funds deposited as part payments shall be held by Broker in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of Broker, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to creditors.

If agreed to by the broker, any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller.

2. **REAL ESTATE TAXES, SPECIAL ASSESSMENTS, AND CHARGES.**

a. All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years.

b. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. If such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current millage rate and the assessed value for the tax period to date of possession shown on the assessors records, less tax abatement, if any. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see "Addendum – Offer for Real Estate" attached and made a part of this contract.

☒ Caution: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall be on the basis of \$ 0.00 estimated annual tax.

c. All special assessments spread on the Treasurer's Books at the time of the closing of this offer are to be paid by Seller. All charges for solid waste removal, utilities, and assessments for maintenance attributable to Seller's possession are to be paid by Seller. All liens caused by Seller(s) ownership, such as mechanics liens, mowing, snow removal, etc. are to be paid by Seller.

d. All subsequent taxes and special assessments are to be paid by Buyer.

e. Other mutually agreed upon terms – use Addendum

Buyers [Signature], _____ and Sellers BET, CP acknowledge that they have read this page.
(Initials) (Initials)

3. **CLOSING AND POSSESSION.** Closing shall be on or before 2:00 ☐ a.m. or ☒ p.m. May 7, 20 21 and be made upon delivery of an instrument of title, but not later than date of possession, unless an interim occupancy agreement is entered into between the parties. Closing to be under the supervision of Seller's Agent, Laura Letche Possession to be given 2:00 ☐ a.m. or ☒ p.m. May 7, 20 21, and adjustment of interest, taxes, insurance and rents to be made on this date. All property, including keys, alarms, and garage door openers shall be delivered to Buyer at possession. Buyer's Agent is Corey Elgersma.
4. **INSURANCE.** Seller shall bear the risk of loss or damage to property prior to settlement or possession, whichever first occurs. Seller agrees to maintain existing insurance, and Buyer shall immediately confirm insurability of Property and may also purchase insurance. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if Buyer desires. Buyer, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.
5. **FLOOD HAZARD ZONE.** Buyer has been advised that the property (☐ is) (☒ is not) (☐ may be) in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. For further information, Buyer should consult a lender and insurance carrier.
6. **INCLUDED PERSONAL PROPERTY** (if any). All property that integrally belongs to, are specifically adapted to, or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors, shelving, shades, rods, blinds, awnings, shutters, storm windows, storm doors, screens, plumbing fixtures, automatic heating equipment, air conditioning equipment (except window), door chimes, alarm devices, built-in items and electrical service cable/fencing, garage door opener and control(s), other attached fixtures, radio and/or attached TV receiving equipment, fencing, trees, bushes, shrubs, plants, garden bulbs, water heaters and softeners, sump pumps, attached or fitted floor coverings, installed security systems, central vacuum systems and accessories, in-ground lawn sprinkler systems and component parts, built in appliances, fences, fireplace screen, fire grate and attached equipment, appurtenant structures or equipment, storage buildings, and rural water membership shall be considered a part of real estate and included in this sale.
Please specifically list items – such as: appliances, stove, oven refrigerator, ice maker, dishwasher, washer, dryer, microwave, home theater equipment, etc. – as included or excluded.
OTHER INCLUDED ITEMS: _____

- EXCLUDED PROPERTY AND RENTAL ITEMS** (i.e. water softener, LP or other gas tank): _____

7. **PERSONAL PROPERTY AND DEBRIS.** Seller agrees to remove all debris and all personal property not included herein from the property by possession date unless there is a prior written agreement by the parties.
8. **DUTIES OF PARTIES:**
- Seller and Buyer acknowledge and agree that REALTOR®/Broker(s), its affiliated licensees and employees: (1) must respond to all questions of the parties, however they are not required to discover hidden defects or give advice on matters outside the scope of their real estate license; (2) make no, and Seller and Buyer are not relying upon, representations or warranties as to the physical or mechanical condition of the property, its size, value, future value, income potential, whether the basement is waterproof, etc.; (3) are not qualified to advise on questions concerning the condition of the property, the legal sufficiency, legal effect or tax consequences of this document or transaction. For such matters, Seller and Buyer are advised to consult the appropriate professional(s).
 - Seller and Buyer acknowledge that the Seller of real property has a legal duty to disclose in good faith MATERIAL ADVERSE FACTS and MATERIAL DEFECTS of which Seller has actual knowledge and which a reasonable inspection by Buyer would not reveal. Buyer has the right to obtain inspections, survey and measurements at Buyer's expense. Buyer shall immediately confirm insurability of Property. Buyer is advised to request that special provisions be written into this contract prior to signing, to cover any and all conditions which Buyer might consider to be questionable or problematical (whether such be inspection for termites, drainage, water and soil conditions, adequacy of structure or any components, zoning, boundaries, utility connections, or any other matters).
 - By acceptance of the Offer, the Seller warrants and represents: That Seller has no notice or knowledge of any planned public improvement which may result in special assessments or other liens, that no government agency has served any notice requiring repair, alterations or corrections of any existing conditions. This representation of Seller shall survive the closing of this transaction.

Buyers [Signature], _____ and Sellers _____, _____ acknowledge that they have read this page.
(Initials) (Initials)

9. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE** If Seller, immediately preceding this offer, holds title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of Seller, then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller in real estate shall be and continue in Seller as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer in the event of the death of either Seller agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller. This paragraph assists in determining how the proceeds will be distributed to the Seller(s).

10. **CONDITION OF PROPERTY.**

- a. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever takes place first, ordinary wear and tear excepted. Buyer shall be permitted to make a walk through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of property.
- b. **Buyer is advised to have property inspected by professional inspector(s).** If improvements on the property have been previously occupied, Buyer may choose one of the following alternatives relative to the condition and quality of the property:
- ☐ i. Within _____ calendar days after the final acceptance date Buyer may, at Buyer's sole expense, have the property inspected by a qualified person or persons of Buyer's choice to determine if there are any structural, mechanical, plumbing, electrical, or environmental deficiencies. Within this same period, Buyer shall notify Seller in writing of any such deficiency. Failure to do so shall be deemed a waiver of Buyer's inspection and repair rights and Buyer agrees to accept the property in its present condition. In the event of any claim or demand by Buyer as a result of inspections, Seller shall within 72 hours of notification declare and commence one of the following options: (1) making said items operational or functional or otherwise curing the deficiency, or (2) amending this agreement by giving Buyer a credit for the cost of curing the deficiency, or (3) canceling this agreement and refunding Buyer's earnest money deposit or any sums paid directly to Seller. If Seller does not promptly cure all such deficiencies in a manner mutually agreeable and confirmed by written addendum, signed by the parties (either pursuant to parenthetical 1 or 2 above), then buyer may declare this offer null and void and shall have the right to all payments returned.
 - ☒ ii. Buyer has verified any information that is important to Buyer by an independent investigation and/or independent inspector. Further, Buyer acknowledges that Buyer has made a careful and satisfactory inspection of the property and is purchasing the property in its existing condition.
 - ☐ iii. Seller has offered Property in its "As-is" condition and Buyer accepts Property in its "As-is" condition. Even if inspection is conducted, Seller shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.
- c. If acceptance is made by Buyer after inspection under b(i) above, or if no inspection is made, or if offered and sold "As-is", Buyer hereby agrees that by delivery of deed, Buyer accepts property in its "As Is" condition at time of settlement, without warranties or guarantees of any kind by Seller or Broker(s) or employees of either concerning the working condition of systems or appliances, or condition or value of the property and waives Buyer's right to object to its condition or assert any claim related to the property at any time in the future. This provision shall survive delivery of deed to Buyer.
- d. **New Construction** : If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within _____ calendar days of final acceptance of this Agreement. This offer to buy is not a construction contract. The contract for construction will be a separate agreement between the Contractor and Buyer which will set forth all of the terms, conditions and specifications of the property to be constructed. **Broker(s) and employees make no warranties as to the quality of construction or materials or any warranty of habitability.**

11. **WOOD PEST INSPECTION.** Buyer may request a pest control inspection by a licensed pest inspector within _____ calendar days after acceptance of this Offer, which shall be done at ☐ Seller's or ☐ Buyer's expense except as otherwise agreed in writing (if not marked Buyer assumes expense). Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at Seller's option, and shall include all treatment and repair reasonably required by Buyer. Buyer agrees to accept treated and repaired property; or prior to the commencement of treatment and repairs, shall have the option of declaring this agreement null and void and be entitled to full return of the earnest money. If Property is sold in its "As-is" condition, this wood pest inspection paragraph is not applicable to this Offer for Real Estate. This provision does not apply to fences, trees, shrubs, or outbuildings other than garages.

12. **SURVEY.** Buyer may, prior to closing, have the property surveyed at Buyer's expense. If Buyers elects to have the survey made, Buyer will have the survey completed at least three (3) business days prior to the scheduled closing. If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect.

Buyers _____, _____ and Sellers _____, _____ acknowledge that they have read this page.
(Initials) (Initials)

13. REMEDIES OF THE PARTIES - FORFEITURE - FORECLOSURE -REAL ESTATE COMMISSIONS.

- a. If Seller fails to fulfill this agreement, Buyer shall have the right to have all payments returned or to proceed by an action or actions at law or in equity.
- b. If Buyer fails to fulfill this agreement, all payments by Buyer may be forfeited and retained by Seller as provided in the Iowa Law.
- c. In addition to the foregoing remedies, Buyer and Seller each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.

14. COURT APPROVAL. If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by Buyer. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. In this event a Court Officer's Deed shall be used.

15. ABSTRACT AND TITLE. Seller shall promptly provide, at Seller's expense, an abstract of title, continued to and including date of acceptance of this Agreement. Such abstract shall be delivered to an attorney selected by the Buyer or Buyer's lender for a title opinion. Seller shall, in the alternative if requested by Buyer or Buyer's lender, provide at Seller's expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. Seller agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the laws of the State of Iowa and, if applicable, the title policy. Buyer(s) are encouraged to investigate/request an owner's policy of title insurance for their benefit. Seller may await reasonable assurance that Buyer is fully approved by lender or that Buyer will in Seller's judgment proceed with the transaction before updating abstract.

16. DEED. Upon payment of purchase price, Seller shall convey title by general warranty deed, ☐ if not general then _____ deed, free and clear of liens and encumbrances, or future mechanics liens or encumbrances due to the responsibility and possession of the Seller(s), reservations, exceptions or modifications except as the instrument otherwise expressly provides. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

17. GENERAL PROVISIONS. In the performance of each part of this agreement, time shall be of the essence. This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

18. NOTICE. Any notice required under this Agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt or to give any notice shall be Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.

19. ENTIRE AGREEMENT. This document contains the entire agreement of the parties and supersedes all prior Offers with respect to the property. This Offer may be modified only by a written agreement signed and dated by both parties. This Offer for Real Estate shall not be assigned by Buyer without the written consent of Seller.

20. MEDIATION. In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.

21. OTHER PROVISIONS. All other provisions, if any, shall be by addendum or amendment to this Agreement.

22. INDEMNITY: If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party originally legally liable.

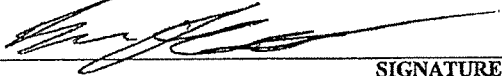
23. ACCEPTANCE. When accepted, this offer shall become a binding contract for the sale and purchase of the above described property and the professional service fee(s) shall be due to the Agent(s) in accordance with the Exclusive Listing Agreement, Buyer Agency Agreement or other written commission agreement, between either party and their Agent(s). This Offer shall not negate or change any of the conditions or terms of said Agreement(s), which, by this reference shall remain in full force and effect through the closing. If this offer is not accepted by Seller on or before 5:00 ☐ a.m. or ☒ p.m. March 20, 2021 shall become null and void and the initial payment shall be repaid to Buyer without liability on the part of said Agent(s) to either party.

Buyers and Sellers , acknowledge that they have read this page.
(Initials) (Initials)

THIS IS A LEGALLY BINDING CONTRACT.

If not understood, consult with the lawyer of your choice.

RECEIPT OF A COPY OF THIS AGREEMENT IS ACKNOWLEDGED BY THE PARTIES HERETO.

	SIGNATURE OF BUYER		SIGNATURE OF BUYER
Benjamin Kamphoff	PRINTED LEGAL NAME		PRINTED LEGAL NAME
11612 North Sheridan Street Trailer E31	ADDRESS		ADDRESS
Mead, Washington 99021	CITY, STATE, ZIP		CITY, STATE, ZIP
1-509-608-7210	PHONE		PHONE
	BUYER TAXPAYER IDENTIFICATION NUMBER		BUYER TAXPAYER IDENTIFICATION NUMBER
Larry Postma	BUYER ATTORNEY		BUYER EMAIL

Seller hereby (☐ accepts) (☐ counters) the above offer at _____ ☐ a.m. or ☐ p.m., 20____.
 (☐ See attached counter offer) or (☐ Seller has made a counter offer by changing and initialing terms herein. This counter offer shall become null and void unless accepted by Buyer initialing said terms on or before _____ ☐ a.m. or ☐ p.m., 20____). Seller reserves the right to withdraw this counteroffer by notifying Buyer of withdrawal prior to Buyer acceptance of this counteroffer. Seller may accept other offers only after withdrawing this counteroffer, without liability on the part of the Agent's involved. Seller's Broker shall take backup offers up to the time of closing after this offer has been accepted by Seller; and (☐ shall) (☐ shall not) continue to show this property for sale.

	SIGNATURE OF SELLER		SIGNATURE OF SELLER
Liberty Presbyterian Church	PRINTED LEGAL NAME		PRINTED LEGAL NAME
100 Church St	ADDRESS		ADDRESS
Cleghorn, IA	CITY, STATE, ZIP		CITY, STATE, ZIP
	PHONE		PHONE
	SELLER SS# (Optional)		SELLER SS# (Optional)
	SELLER ATTORNEY		ABSTRACT LOCATION
	SELLER EMAIL		SELLER MORTGAGE WITH

☐ This offer formally rejected: _____

 Time _____ ☐ a.m. or ☐ p.m.

Date _____

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Committee On Ministry:

Dear Brothers and Sisters in Christ of the Committee on Ministry:

On September 27, 2020, the Zoar Congregation voted in a Congregational Meeting to sell the manse. This is reflected in the attached minutes of September 27, 2020.

We now ask the COM and the Presbytery of Prospect Hill for permission to sell the manse. We have found a family that wants to purchase the manse: this is a family related to members of the church who have returned to the George area to live and work. Because one spouse grew up in the Zoar church, we know and have discussed with them the significance and respect that such a history for the manse entails. They are planning to raise their family in the manse and treat it with the respect it deserves. Several family members live very near the church as well. We think we have attached here all the information that you need to consider this request. If you have any questions, you may call the Clerk of Session...Steve Johnson at 712-348-1677.

Thank you for your consideration.

Special Called Congregational Meeting

A Special Called Congregational Meeting was held on Sunday, September 20, 2020 immediately following Morning Worship to discuss our options of either selling the manse or keeping it. Pastor Dale Lint filled in as Moderator for Pastor John Pea, who was unexpectedly hospitalized on Saturday, September 19th.

Pastor Dale Lint opened the meeting at 11:23 am and declared a quorum was present and offered prayer.

He turned the meeting over to Burdell Klaassen, Clerk of Session, to give information about the manse.

This whole process was delayed from last spring due to the Coronavirus.

Last February Tim Be Bruin, Realtor from George, came out to look at the manse. He gave an appraisal of \$115,000 to \$125,000, as is. He said if it was sold at auction we possibly could get more, but then we have less control over who purchases the property. Tim did suggest a few updates: (1) Fix 2 of the basement walls that are bowing (the parts are here to do this); (2) Wash the basement walls; (3) Wash outside of house; and (4) new carpet on breezeway steps. Tim did say he had a family looking for a larger house. They do have 7 older children at home, but he felt that he would have no problem with having them live in the manse. The family did come to look at the house, and they also looked at a house in George, which they put an offer in for, because we were unsure at that point if we were going to sell the manse. They came a second time to look at the house, and liked it a lot, and gave up the home in George that they had put an offer in for. They would move in as occupants of the manse and make a donation to Zoar monthly.

The family was interested in buying if the manse came up for sale. The Session reached a decision to ask \$135,000 for the manse as is, or if Zoar has to update the septic system, then the asking price would be \$150,000.

If we decide to sell the manse, Tim De Bruin would get 2% for realtor fees.

If we keep the manse there could be some major expenses. The furnace is 20 years old and the furnace and air conditioner could need replacing at any time. The whole house inside needs a fresh coat of paint and new flooring.

If the house sits empty the estimated costs are: Propane @ 700 Gal. per season; Electricity @ \$60 /mo.

If we sell the manse Zoar would have to pay to run the Osceola Rural Water line to the church. Verlyn Bouma gave an estimate for that from representatives of Rural Water. Best estimate is \$5000 to run a line from the field across the road to the back entry of church. If Zoar does have to put in a new septic system for the size of house, best estimate would be at least \$10,000 to \$12,000.

The Presbytery would like the Congregation to set aside the money in a special fund, in case in the future we would have to purchase a home for a pastor again. Pastor Dale Lint did confirm that the money is Zoar's to keep. Even if the church would close someday, the money remains with Zoar. The Presbytery does not take it. It was noted the manse and the church septic systems were both pumped out this spring.

Question: What if Wyatt's decide against buying the house? Then we will go back to Tim De Bruin.

Question: If we keep the manse, could there be a committee to find people to live in the manse, but if empty to

mow and watch house? That is an option. Lee Kruse said he would be on the committee.

Question: Could there be a clause in the paperwork that if the buyer goes to sell the property again, that Zoar would have first chance at buying it back? We could ask for that.

There was a reminder that a Congregational Meeting will be held next Sunday, September 27th, following Morning Worship to vote on keeping or selling the manse. There will be a table set up outside for drive-up voting between 9:30 am and 10:30 am that morning for those compromised and who can't be in attendance to vote.

Pastor Lint closed the meeting with prayer. The meeting adjourned at 11:45 am.

Pastor Dale Lint, Moderator

Deb Klaassen, Secretary

Special Called Congregational Meeting

A special called Congregational Meeting was held on Sunday, September 27, 2020 immediately following Morning Worship to Vote on whether to Keep or to Sell the Manse. Pastor John, Moderator, opened the meeting at 11:28 am and declared a quorum was present. He read scripture and had prayer.

He then turned the meeting over to Burdell Klaassen, Clerk of Session. Burdell had a little update of information before the vote. He had seen information that the Wyatt's were looking for a moving company. So he called Garet. Garet said they had intended to call sooner, but yes, they were going to move to his mother's house in George, as she could no longer be alone, and they would no longer be able to buy the manse. They had really liked living there but his Mother refuses to move from her house. They plan to be out by October 31st. So if it is decided to sell the manse we will contact Tim De Bruin, Realtor. Burdell reminded everyone that you must be a member of Zoar in order to vote. Also, due to the COVID pandemic there was drive-up private voting that morning from 9:30 am to 10:30 am.

The Final Vote Count was: 26 Yes to Sell the Manse; 18 No's.

The meeting was turned back over to Pastor John who commented, "May God bless that decision."

He said that proper protocol would be to get approval for selling the manse at the next Presbytery meeting. There was a comment that they would like to see a clause put into the paperwork that Zoar could have first chance of buying the manse back, if they so choose. We can ask for that.

A question was asked if the basement walls had been fixed? Burdell replied that we have the parts needed, and will fix the walls when Wyatt's move out.

Pastor John closed the meeting with prayer. The meeting adjourned at 11:40 am.

Deb Klaassen, Church Secretary

LOCATED AT: 4498 200 St., George, IA 51237

Appraisal date: 03/04/2021

The appraisal of the house and property was \$180,000.00. The realtor has listed the house for \$192,500.00

The money from the sale of the house will be set aside in a special fund, in case in the future we would have to purchase a home for a pastor again and/or will be used for perpetual care of the Zoar cemetery.

The Session of the Zoar Presbyterian Church held its Stated Meeting in the church Fellowship Hall on April 12, 2021 at 7:00 pm. The meeting was called to order by Moderator John Pea who declared a quorum was present and opened the meeting with devotions (Hebrews 6: 7-12) and prayer.

Those Present: Steve Johnson, Norine Kruse, Verlyn Bouma, James Ackerman, Jeff Winkel, and Pastor John
Absent but Excused: Lance Groen

Tim De Bruin met with us at the very beginning of the meeting about a manse offer.

The offer presented is \$192,500... contingencies – they need to sell their property first\loan approval. They are asking the church pay for the septic system and that the electrical panel replaced. A septic system would cost approx. \$12,000.

The buyer will probably do a house inspection. They would pay for the inspection... We can add an addendum of a 72 hr. clause which would allow us to accept a 2nd offer.

We need to confirm if the manse gas tank is owned or rented. We will need to respond by April 13th on the offer. It was decided to counter offer for the amount of \$180,000 but they will have to put in the septic system and electric panel... sold as is. A motion was made and seconded to counter offer for the amount of \$180,000 but they will have to put in the septic system and electric panel.

Respectfully submitted by Steve Johnson, Clerk of Session

The Session of the Zoar Presbyterian Church met in a church Sunday school room on April 25th, 2021 right after the 10:30 morning service. The meeting was called to order by Moderator John Pea who declared a quorum was present and opened the meeting with prayer.

Those Present: Steve Johnson, Norine Kruse, Verlyn Bouma, James Ackerman, Lance Groen and Pastor John
Absent but Excused: Jeff Winkel

We discussed the counter offer for the manse which is \$192,500 and Zoar would install the septic system. With contingencies that the buyer needs to sell their property and loan approval.

A motion was made and seconded to approve this offer of \$192,000 and Zoar is to install the septic system.

Respectfully submitted by Steve Johnson, Clerk of Session



REALTOR

OFFER FOR REAL ESTATE

(Including Acceptance, Counter, or Rejection)



6:00 ☐ a.m. ☒ p.m. Apr 20, 2021
TIME DATE OF OFFER

OFFICE USE ONLY:
OFFER ACCEPTED _____

Check all boxes that apply.

I. DISCLOSURE CONFIRMATIONS.

A. AGENCY. Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand who is representing them, and the disclosures were provided prior to signing this Offer For Real Estate.

Buyer's Brokerage _____ Seller's Brokerage _____
Dual Agent/Brokerage OTTER VALLEY RE

B. SELLER PROPERTY DISCLOSURE. If this offer is for 1 to 4 unit residential property, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Seller accepting an offer, or counter-offering to Buyer. By signing below, Buyer confirms Buyer (☒ has) (☐ will promptly) received and read Seller's property disclosure statement. If Seller is exempt from providing disclosure under the Code of Iowa, check here ☐.

C. LEAD-BASED PAINT. If this offer is for a residential property built prior to 1978, Seller or Seller's Agent must provide Buyer with: (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer (☒ has) (☐ has not) received and read the above described documents. In the event that Seller is exempt from providing documents under EPA regulations, check here ☐.

D. REQUEST TO COMPLETE FORM DOCUMENTS AND REALTOR'S PERMISSION TO CALL.

Buyer and Seller request that Broker(s) select and complete documents allowed by law, and authorize REALTOR®/Broker(s) to call, fax, and email residence.

1. <u>Jaimie Marra</u>	4-20-2021	1. <u>Steve Johnson</u>	4-27-21
BUYER	DATE	SELLER	DATE
2. <u>Nicholas L. & Jaimie A. Marra</u>	4-20-21	2. _____	_____
BUYER	DATE	SELLER	DATE

II. OFFER TO: ZOAR PRES. CHURCH-GEORGE (herein designated as Seller).

The undersigned NICHOLAS L. & JAIMIE A. MARRA (herein designated as Buyer) hereby offer to buy the real property situated in LYON County, Iowa. Located at and briefly described as 4498 200TH ST, GEORGE, Iowa, and legally described as: 27-99N-43W; 1.63 ACRES+/- SE 1/4

hereinafter designated as "Property," together with any easements and servient estates appurtenant thereto and subject to zoning restrictions, restrictive covenants, easements, and mineral reservation, if any, and agrees to pay you for such property the sum of \$ 192,500.00 AS FOLLOWS: \$ 1,000.00 earnest money to be held in trust by OTTER VALLEY REAL ESTATE (☐ Seller's) (☐ Buyer's) (☒ both Seller's and Buyer's) Agent, hereinafter referred to as "Broker" or "Agent," pending delivery of final papers and the balance upon delivery of warranty deed or upon execution of a real estate contract as hereinafter provided. The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller or vendor. The term "Buyer" shall include buyer or vendee. The terms "sell" and "sale" shall include sale, lease, rent, exchange or option.

Buyers NM and Sellers ST, _____ acknowledge that they have read this page.
(Initials) (Initials)

Check the appropriate boxes. (A) or (B) or (C) or (D) and if applicable (E)

☐ (A) CASH to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has the right to receive immediate verification of funds.

☒ (B) NEW MORTGAGE: This contract is contingent upon Buyer obtaining a bona fide/firm commitment for a

☒ Conventional

☐ ARM

☐ FHA

☐ RECD

☐ VA (In the event of FHA or VA financing, see Addendum — Offer for Real Estate attached hereto and by this reference made a part of this contract.)

☐ Other _____

Mortgage for not more than 95 % of the purchase price not to exceed 3.25 % interest rate no later than June 9, 2021.

☐ Seller ☒ Buyer agrees to pay the loan placement or origination fee, or loan closing costs if required, not to exceed _____ % of the purchase price. (Closing costs may include: loan origination fee; discount points, pre-paid, attorney fees, recording fees, etc.) The balance of the purchase price less the proceeds of such mortgage shall be paid by Buyer in cash.

FINANCING COMMITMENT. Buyer agrees to make loan application (if applicable) immediately, or within _____ - _____ calendar days, and use Buyer's best good faith effort to obtain a financing commitment. If Buyer has timely made the application as set out herein and a loan commitment (with all lender contingencies met) cannot be obtained by Buyer, this agreement shall be null and void and all earnest money shall be returned to Buyer. If Buyer does not make timely delivery of said commitment, as stated, then Seller may terminate this Offer by written notice of termination to Buyer. Buyer shall immediately confirm insurability of Property.

Financing Contingencies Options: (Check all that apply):

☐ Buyer's delivery of a copy of a written loan commitment to the Seller (even if the commitment is subject to conditions specified by the lender, such as appraisal) shall satisfy the Buyer's financing contingency, and the financing contingency shall be considered removed from this Purchase Contract as of the date of delivery.

☒ Both parties will await appraisal. Appraisal must be completed by this date: June 9, 2021

☐ Awaiting other mutually agreed financing terms which shall be in writing.

☐ (C) ASSUMPTION OF MORTGAGE OR CONTRACT: see Addendum — Offer for Real Estate attached and made a part of this contract.

☐ (D) INSTALLMENT CONTRACT: see Addendum — Offer for Real Estate attached and made a part of this contract.

☒ (E) OTHER TERMS/CONTINGENCIES (i.e., any subject to sale, subject to Buyers on possession are permitted to utilize the real estate for a specific purpose, etc.): SEE ATTACHED SEPTIC ADD. THIS OFFER IS SUBJECT TO THE APPROVAL OF THE PRESBYTERY OF PROSPECT HILL. THIS OFFER IS CONTINGENT UPON THE BUYER SELLING THEIR PROPERTY AT 411 7TH AVE SIBLEY, IA 51249; 45 DAYS FROM ACCEPTANCE. SEE ATTACHED 72 HOUR CLAUSE.

Buyers [Signature], MM and Sellers SS, _____ acknowledge that they have read this page.
(Initials) (Initials)

This agreement is also subject to the following terms and conditions:

1. **TRUST PAYMENTS.** All funds deposited as part payments shall be held by OTTER VALLEY REAL ESTATE in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of trustee, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to creditors.

If agreed to by the broker, any interest on trust account shall be forwarded to the Iowa Association of REALTORS[®] Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller.

2. **REAL ESTATE TAXES, SPECIAL ASSESSMENTS, AND CHARGES.**

- a. All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years.

- b. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. If such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current millage rate and the assessed value for the tax period to date of possession shown on the assessors records, less tax abatement, if any. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see "Addendum — Offer for Real Estate" attached and made a part of this contract.

☐ Caution: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall be on the basis of \$ _____ estimated annual tax.

- c. All special assessments spread on the Treasurer's Books at the time of the closing of this offer are to be paid by Seller. All charges for solid waste removal, utilities, and assessments for maintenance attributable to Seller's possession are to be paid by Seller. All liens caused by Seller(s) ownership, such as mechanics liens, mowing, snow removal, etc. are to be paid by Seller.

- d. All subsequent taxes and special assessments are to be paid by Buyer.

- e. Other mutually agreed upon terms — use Addendum

3. **CLOSING AND POSSESSION.** Closing shall be on or before _____ ☐ a.m. or ☐ p.m.

July 1, 2021 and be made upon delivery of an instrument of title, but not later than date of possession, unless an interim occupancy agreement is entered into between the parties. Closing to be under the supervision of Seller's Agent, TIM DE BRUIN Possession to be given _____ ☐ a.m. or ☐ p.m.

July 1, 2021, and adjustment of interest, taxes, insurance and rents to be made on this date. All property, including keys, alarms, and garage door openers shall be delivered to Buyer at possession. Buyer's Agent is TIM DE BRUIN.

4. **INSURANCE.** Seller shall bear the risk of loss or damage to property prior to settlement or possession, whichever first occurs. Seller agrees to maintain existing insurance, and Buyer shall immediately confirm insurability of Property and may also purchase insurance. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if Buyer desires. Buyer, however, shall have the right to

Buyers [Signature], MM and Sellers SS, _____ acknowledge that they have read this page.
(Initials) (Initials)

complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.

5. **FLOOD HAZARD ZONE.** Buyer has been advised that the property (☐ is) (☒ is not) (☐ may be) in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. **For further information, Buyer should consult a lender and insurance carrier.**
6. **INCLUDED PROPERTY** (if any). All property that integrally belongs to, are specifically adapted to, or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), attached mirrors, shelving, shades, rods, blinds, awnings, shutters, storm windows, storm doors, screens, plumbing fixtures, automatic heating equipment, air conditioning equipment (except window), door chimes, alarm devices, built-in items, TV and Audio attachment brackets, electrical service cable/fencing, garage door opener and control(s), other attached fixtures, radio and/or attached TV receiving equipment, fencing, trees, bushes, shrubs, plants, garden bulbs, water heaters and softeners, sump pumps, attached or fitted floor coverings, installed security systems, central vacuum systems and accessories, in-ground lawn sprinkler systems and component parts, built in appliances, fences, fireplace screen, fire grate and attached equipment, "smart home" devices such as thermostats, video doorbell(s), etc., appurtenant structures or equipment, storage buildings, and rural water membership shall be considered a part of real estate and included in this sale.

Please specifically list items - such as: appliances, stove, oven refrigerator, ice maker, dishwasher, washer, dryer, microwave, home theater equipment, etc. - as included or excluded.

OTHER INCLUDED ITEMS: LP TANK

EXCLUDED PROPERTY AND RENTAL ITEMS (i.e. water softener, LP or other gas tank): DUMPS
TER, LP Tank

PERSONAL PROPERTY AND DEBRIS. Seller agrees to remove all debris and all personal property not included herein from the property by possession date unless there is a prior written agreement by the parties. All personal property remaining in the property after closing, unless otherwise agreed in writing, shall be considered abandoned property and will be disposed of immediately.

8. DUTIES OF PARTIES:

- Seller and Buyer acknowledge and agree that REALTOR[®]/Broker(s), its affiliated licensees and employees: (1) must respond to all questions of the parties, however they are not required to discover hidden defects or give advice on matters outside the scope of their real estate license; (2) make no, and Seller and Buyer are not relying upon, representations or warranties as to the physical or mechanical condition of the property, its size, value, future value, income potential, whether the basement is waterproof, etc.; (3) are not qualified to advise on questions concerning the condition of the property, the legal sufficiency, legal effect or tax consequences of this document or transaction. **For such matters, Seller and Buyer are advised to consult the appropriate professional(s).**
- Seller and Buyer acknowledge that the Seller of real property must disclose in good faith MATERIAL DEFECTS of which Seller has actual knowledge and which a reasonable inspection by Buyer would not reveal. **Buyer has the right to obtain inspections, survey and measurements at Buyer's expense.** Buyer shall immediately confirm insurability of Property. Buyer is advised to request that special provisions be written into this contract prior to signing, to cover any and all conditions which Buyer might consider to be

Buyers [Signature] and Sellers [Signature], _____ acknowledge that they have read this page.
(Initials) (Initials)

questionable or problematical (whether such be inspection for termites, drainage, water and soil conditions, adequacy of structure or any components, zoning, boundaries, utility connections, or any other matters).

- c. By acceptance of the Offer, the Seller warrants and represents: That Seller has no notice or knowledge of any planned public improvement which may result in special assessments or other liens, that no government agency has served any notice requiring repair, alterations or corrections of any existing conditions. This representation of Seller shall survive the closing of this transaction.

9. JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE. If Seller, immediately preceding this offer, holds title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of Seller, then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller in real estate shall be and continue in Seller as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer in the event of the death of either Seller agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller. This paragraph assists in determining how the proceeds will be distributed to the Seller(s).

10. CONDITION OF PROPERTY.

- a. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever takes place first, ordinary wear and tear excepted. Buyer shall be permitted to make a walk through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of property.
- b. **Buyer is advised to have property inspected by professional inspector(s).** If improvements on the property have been previously occupied, Buyer may choose one of the following alternatives relative to the condition and quality of the property:

- i. ☒ Within 14 calendar days after the final acceptance date Buyer may, at Buyer's sole expense, have the property inspected by a qualified person or persons of Buyer's choice to determine if there are any structural, mechanical, plumbing, electrical, or environmental deficiencies. Within this same period, Buyer shall notify Seller in writing of any such deficiency. Failure to do so shall be deemed a waiver of Buyer's inspection and repair rights and Buyer agrees to accept the property in its present condition. In the event of any claim or demand by Buyer as a result of inspections, Seller shall within 72 hours of notification declare and commence one of the following options: (1) making said items operational or functional or otherwise curing the deficiency, or (2) amending this agreement by giving Buyer a credit for the cost of curing the deficiency, or (3) declining to make any or all repairs in which case Buyer has the option to continue with purchase (4) canceling this agreement and refunding Buyer's earnest money deposit or any sums paid directly to Seller. If Seller does not promptly cure all such deficiencies in a manner mutually agreeable and confirmed by written addendum, signed by the parties (either pursuant to parenthetical 1 or 2 above), then buyer may, within 48 hours, declare this offer null and void and shall have the right to all payments returned.
- ii. ☐ Buyer has verified any information that is important to Buyer by an independent investigation and/or independent inspector. Further, Buyer acknowledges that Buyer has made a careful and satisfactory inspection of the property and is purchasing the property in its existing condition.
- iii. ☐ Seller has offered Property in its "As-is" condition and Buyer accepts Property in its "As-is" condition. Even if inspection is conducted, Seller shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

- c. If acceptance is made by Buyer after inspection under b(i) above, or if no inspection is made, or if offered and sold "As-is", Buyer hereby agrees that by delivery of deed, Buyer accepts property in its "As Is"

Buyers [Signature], MM and Sellers SJ, _____ acknowledge that they have read this page.
(Initials) (Initials)

condition at time of settlement, without warranties or guarantees of any kind by Seller or Broker(s) or employees of either concerning the working condition of systems or appliances, or condition or value of the property and waives Buyer's right to object to its condition or assert any claim related to the property at any time in the future. This provision shall survive delivery of deed to Buyer.

d. **New Construction:** If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within _____ calendar days of final acceptance of this Agreement. This offer to buy is not a construction contract. The contract for construction will be a separate agreement between the Contractor and Buyer which will set forth all of the terms, conditions and specifications of the property to be constructed. **Broker(s) and employees make no warranties as to the quality of construction or materials or any warranty of habitability.**

e. **Septic System Inspection:** If Property has a septic system Iowa Code requires, unless exempt, an inspection completed by an individual certified by the Iowa Department of Natural Resources (DNR). See Septic System Inspection Addendum which, when completed, will be merged into this offer for real estate.

11. **WOOD PEST INSPECTION.** Buyer may request a pest control inspection by a licensed pest inspector within _____ calendar days after acceptance of this Offer, which shall be done at ☐ Seller's or ☐ Buyer's expense except as otherwise agreed in writing (if not marked Buyer assumes expense). Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at Seller's option and expense, and shall include all treatment and repair reasonably required by Buyer. Buyer agrees to accept treated and repaired property; or prior to the commencement of treatment and repairs, shall have the option of declaring this agreement null and void and be entitled to full return of the earnest money. If Property is sold in its "As-is" condition, this wood pest inspection paragraph is not applicable to this Offer for Real Estate. This provision does not apply to fences, trees, shrubs, or outbuildings other than garages. *unlike*

12. **SURVEY.** *SS* ~~Buyer may, prior to closing, have the property surveyed at Buyer's expense. If Buyer elects to have the survey made, Buyer will have the survey completed at least three (3) business days prior to the scheduled closing.~~ *SS* *nm* *seller will* *seller's* If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect.

13. REMEDIES OF THE PARTIES - FORFEITURE - FORECLOSURE - REAL ESTATE COMMISSIONS.

- If Seller fails to fulfill this agreement, Buyer shall have the right to have all payments returned or to proceed by an action or actions at law or in equity.
- If Buyer fails to fulfill this agreement, all payments by Buyer may be forfeited and retained by Seller as provided in the law.
- In addition to the foregoing remedies, Buyer and Seller each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.

14. **COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by Buyer. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. In this event a Court Officer's Deed shall be used.

15. **ABSTRACT AND TITLE.** Seller shall promptly provide, at Seller's expense, an abstract of title, continued to and including date of acceptance of this Agreement. Such abstract shall be delivered to an attorney selected by the Buyer or Buyer's lender for a title opinion. Seller shall, in the alternative if requested by Buyer or Buyer's

Buyers *SS*, *nm* and Sellers *SS*, _____ acknowledge that they have read this page.
(Initials) (Initials)

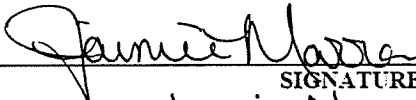
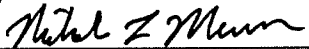
lender, provide at Seller's expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. Seller agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and, if applicable, the title policy. If a title insurance policy will be utilized, Seller(s) will pay _____% and Buyer(s) will pay _____. Buyer(s) are encouraged to investigate/request an owner's policy of title insurance for their benefit. Seller may await reasonable assurance that Buyer is fully approved by lender or that Buyer will in Seller's judgment proceed with the transaction before updating abstract.

16. **DEED.** Upon payment of purchase price, Seller shall convey title by general warranty deed, ☐ if not general then _____ deed, free and clear of liens and encumbrances, or future mechanics liens or encumbrances due to the responsibility and possession of the Seller(s), reservations, exceptions or modifications except as the instrument otherwise expressly provides. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.
17. **GENERAL PROVISIONS.** In the performance of each part of this agreement, time shall be of the essence. This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. It is illegal for either the Seller/Owner or the Broker to refuse to display or sell to any person because of membership in a protective class, e.g., race, color, religion, nation origin, sex, creed, sexual orientation, gender identity, physical or mental handicap, familial status, or any other class protected by Fair Housing Laws. In Illinois, ancestry, age, marital status, and any other class protected by article 3 of the Illinois Human Rights Act.
18. **NOTICE.** Any notice required under this Agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt or to give any notice shall be Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.
19. **LIKE-KIND EXCHANGES.** Buyer or seller may choose to transfer this subject property pursuant to Internal Revenue Code Section 1031, which sets forth the requirements for tax-deferred real estate exchanges. Either party's rights and obligations under this and future agreements may be assigned to a qualified intermediary for the purpose of completing an exchange. The parties agree to cooperate with each another in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.
20. **ENTIRE AGREEMENT.** This document contains the entire agreement of the parties and supersedes all prior Offers with respect to the property. This Offer may be modified only by a written agreement signed and dated by both parties. This Offer for Real Estate shall not be assigned by Buyer without the written consent of Seller.
21. **MEDIATION.** In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.
22. **OTHER PROVISIONS.** All other provisions, if any, shall be by addendum or amendment to this Agreement.
23. **INDEMNITY:** If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party originally legally liable.

Buyers MM, MM and Sellers SJ, _____ acknowledge that they have read this page.
(Initials) (Initials)

If not understood, consult with the lawyer of your choice.

HERETO

HERETO		BY	
	SIGNATURE OF BUYER		SIGNATURE OF BUYER
Jimmie Marra	PRINTED LEGAL NAME		PRINTED LEGAL NAME
411 7th Ave	ADDRESS		ADDRESS
Sibkey, IA 51249	CITY, STATE, ZIP		CITY, STATE, ZIP
712-541-7979	PHONE	712-541-7978	PHONE
	BUYER TAXPAYER IDENTIFICATION NUMBER		BUYER TAXPAYER IDENTIFICATION NUMBER
	BUYER ATTORNEY		BUYER EMAIL

Seller hereby (☒ accepts) (☐ counters) the above offer at 1:30 ☐ a.m. or ☒ p.m.

4-27-21. (☐ See attached counter offer) or (☐ Seller has made a counter offer by changing and initialing terms herein. This counter offer shall become null and void unless accepted by Buyer initialing said terms on or before _____ ☐ a.m. or ☐ p.m. _____). Seller reserves the right to withdraw this counteroffer by notifying Buyer of withdrawal prior to Buyer acceptance of this counteroffer. Seller may accept other offers only after withdrawing this counteroffer, without liability on the part of the Agent's involved. Seller's Broker shall take backup offers up to the time of closing after this offer has been accepted by Seller; and (☒ shall) (☐ shall not) continue to show this property for sale

Steve Johnson Clerk of Session	SIGNATURE OF SELLER
4430 110th St	PRINTED LEGAL NAME
Little Rock Ia 51243	CITY, STATE, ZIP
	PHONE
	SELLER SS# (Optional)
	SELLER ATTORNEY
	SELLER EMAIL

☐ This offer formally rejected: _____
Time _____ ☐ a.m. or ☐ p.m.
Date _____

72-HOUR CLAUSE

Property Address: 4498 200TH ST GEORGE, IA 51237

ADDENDUM/AMENDMENT TO PURCHASE AGREEMENT

This Purchase Agreement contains contingencies which may release the Buyer from all obligations. If Seller conditionally accepts another Purchase Agreement for said property prior to removal of contingencies written below, then, in that event, and AT SELLER'S OPTION, it is agreed that Seller/Seller's Agent can immediately deliver written notice of this subsequent agreement to Buyer's Agent, Buyer, or Buyers Designee as follows:

Name NICHOLAS L. & JAIMIE A. MARRA

Address 411 7TH AVE
SIBLEY, IA 51249

Phone Number 712-541-7979

If Buyer fails to remove the following contingencies in writing:

- 1) Financing Contingency on page 2, paragraph B of the Offer For Real Estate, and
- 2) Sale of Existing house contingency on page 2, paragraph E of the Offer For Real Estate

within 72 hours (Excluding weekends and legal holidays) after delivery of such notice, said 72 hours commencing at 12:01 a.m. the day following receipt of such notice and ending 72 hours thereafter, this Purchase Agreement shall be void, any down payment shall be returned to Buyer and Seller shall be free to perform on such subsequent Purchase Agreement. In the event Buyer does notify Seller in writing within prescribed 72 hour period that the above written contingencies have been removed and Buyer can prove they are able to obtain any necessary financing which satisfies the Seller(s), then, the original Purchase Agreement remains binding with contract performance due before 7/1/21 and this 72 hour clause becomes automatically null and void.

Steve Cochran 4-27-21
Seller Date

Janice Manna 4/20/2021
Buyer Date

Seller Date

Nick Z Mun 4-20-21
Buyer Date

SELLER'S NOTICE TO BUYERS TO ELIMINATE CONTINGENCIES

THIS NOTICE MAY BE COMPLETED AND SERVED AT A LATER DATE AT SELLER'S OPTION

To: _____

Buyer(s)

You and each of you are hereby notified that the undersigned has accepted another Purchase Agreement to buy the property at 4498 200TH ST GEORGE, IA 51237

subject to your Purchase Agreement dated _____
and accepted on _____ becoming null and void.

In accordance with the provisions of your accepted Purchase Agreement, you are hereby notified, if you desire to proceed with your Purchase Agreement, to give the undersigned your written notice, stating that you agree to remove all contingencies written in the 72 hour clause attached to your accepted Purchase Agreement, and Buyer can prove to the Seller's satisfaction that Buyer can obtain necessary financing, and make final settlement for property as per Purchase Agreement.

Seller Date

Seller Date

I hereby certify that I have received the above Notice to Buyer's at _____ o'clock,
☐ a.m. ☐ p.m., on the _____ day of _____.

Buyer's Agent/Buyer/Buyer's Designee

Buyer's Agent/Buyer/Buyer's Designee

THIS IS A LEGALLY BINDING CONTRACT.

If not understood, consult with the attorney of your choice.

COPY



SEPTIC SYSTEM INSPECTION AND REPAIR ADDENDUM



This agreement is an addendum to the Offer for Real Estate dated APRIL 20, 2021

between Seller(s) ZOAR PRES. CHURCH-GEORGE and Buyer(s) NICHOLAS L. & JAIMIE A. MARRA

Property Address:

4498 200TH ST GEORGE, IA 51237

Purpose of Addendum: Iowa Code 455B.172 mandates the inspection of septic systems, unless exempt, prior to the transfer of property. The Code applies to transfer of property which includes at least one but not more than four dwelling units. This property has a septic system and is not connected to a sanitary sewer system.

Exempt Properties: Properties exempted from the Septic System Inspection Requirements include (IA Code 455B.172): Bare ground; property containing 5 or more dwellings units; court ordered transfers; foreclosures; lenders selling foreclosed properties; fiduciaries in the course of an administration of an decedent's estate, guardianship, conservatorship, or trust; between joint tenants or tenants in common; intra family transfers; between divorcing spouses; transfers, for which consideration is \$500 or less; certain intra-family or intra-company business organization transfers; properties which have been inspected within the last two years.

Also, the inspection requirement does not apply to a transfer in which the transferee intends to demolish or raze the building. An Iowa Department of Natural Resources (DNR) form must be used to certify the intent to raze or destroy.

Seller(s) certifies that the property is exempt from the requirement(s) of Iowa Code 455B because one of the above exemptions apply. If so, Seller(s) may stop here. The Exemption will need to be filled in on the Groundwater Hazard Statement.

Seller _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

Section I:

Seller's Disclosure Statement: Sellers warrant, to the best of their knowledge, that the septic system is entirely located on the above property is in good working order at the time of this offer. Brokerage makes no statements or warranty as to the septic system. Seller authorizes Agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any other inspection the purchaser may wish to obtain.

Has the system been inspected by a DNR certified inspector within 2 years, or pumped/cleaned within 3 years?

Yes ☒ No ☐ Unknown ☐

Date of inspection _____ Unknown ☐

Date system last cleaned/pumped Fall 2020 Unknown ☐

(Note: If inspected within 2 years of closing date, system may not need inspection and if pumped within 3 years may not need pumping/cleaning.)

Any known problems?

Yes ☐ If Yes, Explain _____

No ☒ Unknown ☐

General location of system a few Feet North of House

Location Unknown ☐ Age _____ Unknown ☐

Attached additional pages if necessary.

Buyers and Sellers agree to have the septic system inspected by a person certified by the DNR.

Such inspection will be paid for by:

☐ Buyer

☐ Seller

☐ Mutually Agreed: Amount _____ by Seller, and amount _____ by Buyer.
Exact \$ or % Exact \$ or %

and completed within _____ days of the execution of this Addendum or no later than _____.

Seller Initials _____

Buyer Initials JM NM SJ

The County Recorder shall not record a deed or any other property transfer or conveyance document until either a certified inspector's report is provided or attached to the Groundwater Hazard Statement, which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the DNR or, in the event that weather or other temporary physical conditions prevent the certified inspection from being conducted, the buyer has executed and submitted a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection.

At the time of inspection, any septic system existing as part of the sewage disposal system shall be opened and have the contents pumped out and disposed of as provided for by rule. In the alternative, the owner may provide evidence of the septic system being properly pumped out within three years prior to the inspection by a commercial septic system cleaner licensed by the DNR which shall include documentation of the size and condition of the tank and its components at the time of such occurrence. Buyer and Seller may agree to escrow money for any future modifications required by DNR rules (by completing an Escrow & Release Agreement).

If a private sewage disposal system is failing to ensure effective wastewater treatment or is otherwise improperly functioning, the private sewage disposal system shall be renovated either by the seller, or by agreement to meet current construction standards as adopted by the DNR, within a reasonable time period as determined by the county or the DNR. If the private sewage disposal system is properly treating the wastewater and not creating an unsanitary condition in the environment at the time of inspection, the system is not required to meet current construction standards.

Following an inspection, the inspection form and any related reports shall be provided to the county for enforcement of any follow-up mandatory system improvement and to the DNR for their records. Title abstracts to property with private sewage disposal systems shall include documentation of septic system inspections.

We, the undersigned understand this form and agree to its terms.

Steve Johnson 4-27-21
Seller Date

Jaimie Morris 4-20-21
Buyer Date

Seller Date

Phil Morris 4-20-21
Buyer Date

You May STOP here if the inspection does not mandate a renovation, repair, or replacement of the septic system.

If a renovation, repair or replacement of the septic system is mandated, complete Section II on page 3.

THIS IS A LEGALLY BINDING DOCUMENT.

If not understood, consult with the lawyer of your choice.

Revised 8/5/10 © Iowa Association of REALTORS®

Bouma Excavating

4292 190th Street
George, IA 51237

Estimate

Date	Estimate #
4/17/2021	39

Name / Address
Zoar Presbyterian George Ia. 51237

			Project
Description	Qty	Cost	Total
digging, plumbing, system design, for Zoar Presbyterian Manse		3,500.00	3,500.00
1500 gallon septic tank, risers and lids		3,000.00	3,000.00
schedule 40 sewer pipe, elbows, caps and plugs		1,000.00	1,000.00
permit fee		225.00	225.00
400' of drainfield, and distribution box		4,000.00	4,000.00
lift pump, curbs and lids		1,000.00	1,000.00
if an alarm system is desired, an additional \$ 2000.00 will be required		0.00	0.00T
Sales Tax		7.00%	0.00
Thank you for your business. estimate for 2021		Total	\$12,725.00

Customer Signature _____

BYLAWS
OF
THE PRESBYTERY OF PROSPECT HILL

ARTICLE I
Organization

Section 1.01. Name and Organizational Structure.

The Presbytery of Prospect Hill (hereinafter “the Presbytery” or “the Corporation”) is a nonprofit corporation organized and existing under the laws of the State of Iowa.

Section 1.02. Tax Status and Purposes.

In accordance with the status of the Presbytery as an organization formed exclusively for religious purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any future United States internal revenue law) (the “Code”), the Presbytery is organized and shall be operated exclusively for the purposes set forth in the Articles of Incorporation.

Section 1.03. Function.

The Presbytery shall function as a council within the Presbyterian Church (U.S.A.) in accordance with the Constitution of the Presbyterian Church (U.S.A.). The Presbytery shall also function as a council within the Synod of Lakes and Prairies. The Presbytery is affiliated with the Presbytery of Des Moines and the Presbytery of North Central Iowa in a missional covenant known as the United Presbyteries of the Plains.

Section 1.04. Mission.

The mission of the Presbytery is to ensure in the midst of our diversity the nurturing and energizing of Presbyterians by unifying and solidifying the focus of our faith in Jesus Christ through Worship, Leadership, Discipleship, Stewardship, and Partnership.

Section 1.05. Interpretation.

These Bylaws shall serve as the Corporation’s Code of Regulations, for purposes of Iowa nonprofit Corporation Law, and shall be interpreted, to the extent possible, to maintain consistency with the Constitution of the Presbyterian Church (U.S.A.), including any amendments thereto. To the extent these Bylaws cannot be interpreted in a manner consistent with the Constitution of the Presbyterian Church (U.S.A.), including any amendments thereto, the Constitution of the Presbyterian Church (U.S.A.) shall control the proceedings of the Presbytery. The Stated Clerk shall report at the next stated meeting of the Presbytery, after the date that amendments become effective, whether any amendment to the Constitution of the Presbyterian Church (U.S.A.) is inconsistent with these Bylaws and, if so, propose appropriate amendments to these Bylaws to insure consistency between the Constitution of the Presbyterian Church (U.S.A.) and these Bylaws.

ARTICLE II

Members and Meetings

Section 2.01. Membership.

Membership in the Presbytery shall be determined consistent with the provisions of the Constitution of the Presbyterian Church (U.S.A.) and the Presbytery's Manual of Operations (see Section 2.09).

The Presbytery of Prospect Hill is a corporate expression of the Presbyterian Church (U.S.A.), consisting of all the congregations of the Presbyterian Church (U.S.A.) within the counties of Buena Vista, Calhoun, Carroll, Cherokee, Clay, Crawford, Dickinson, Emmet, Ida, Lyon, Monona, O'Brien, Osceola, Palo Alto, Plymouth, Pocahontas, Sac, Sioux, and Woodbury, all in Iowa, Dakota County in Nebraska and Big Sioux Township of Union County in South Dakota. All the Ministers of the Word and Sacrament on the roll of Presbytery shall be members of Presbytery. Ministers of the Word and Sacrament of Presbytery shall be subject to the provisions in the Form of Government, G-2.05.

Section 2.02. Stated Meetings.

The Presbytery shall hold two stated (or regular) meetings of its members, on such dates and locations as are determined by the Council of the Presbytery. The last stated meeting of the year shall be the annual meeting and the election of officers shall take place at this meeting. All business appropriate to the Presbytery may be conducted at a stated meeting.

Section 2.03. Special Meetings.

The Moderator may call a Special Meeting when one is deemed necessary to transact business that needs to be completed before the next Stated Meeting. The Moderator shall call such a meeting when requested by a Committee of the Presbytery or at the request of two Ministers of the Word and Sacrament and two Elders, the Elders being of different churches. If the Moderator is unable to act, the Vice-Moderator will call the meeting. Notice of a special meeting shall be sent not less than 10 days in advance to each Minister of the Word and Sacrament and to the Session of every church. The notice shall set out the purpose of the meeting, and no business other than that listed in the notice shall be transacted.

Section 2.04. Emergency Meetings.

In the event of a declared emergency such as a natural disaster or pandemic, the Presbytery may meet by electronic means if all Ministers of the Word and Sacrament and Ruling Elder commissioners have reasonable notice of the electronic meeting and the ability to discuss, deliberate, discern the will of God, and vote on business items. The rules governing special meetings (Section 2.03) shall apply. The quorum for such a meeting is three Ministers of the Word and Sacrament and three Ruling Elder commissioners from three different congregations.

Section 2.05. Quorum.

The quorum for stated and special meetings of the Presbytery shall be three Ministers of the Word and Sacrament members and three Elders from at least three different member congregations of the Presbytery.

Section 2.06. Parliamentary Procedure.

All meetings of the members of the Presbytery shall be conducted in accordance with the most recent edition of Roberts Rules of Order, except in those cases where the Constitution of the Presbyterian Church (U.S.A.) provides otherwise.

Section 2.07. Eligibility for Membership.

Only individuals selected in accordance with the Constitution of the Presbyterian Church (U.S.A.) shall be members of the Corporation within the meaning of the Iowa Nonprofit Corporation Law and shall be eligible to vote at all stated or special meetings of the Presbytery.

Section 2.08. Roll of Members.

The roll of members shall be established and maintained by the Stated Clerk of the Presbytery as prescribed by the Constitution of the Presbyterian Church (U.S.A.) and the Manual of Operations of the Presbytery.

Section 2.09. Manual of Operations.

The members of the Presbytery shall adopt a Manual of Operations to delineate the membership, terms, and responsibilities of all elected and appointed bodies of the Presbytery. The Manual of Operations may be amended by the majority vote of the members at a stated meeting, or at a special meeting called for such purpose, and at which a quorum is present.

ARTICLE III
Officers and Staff

Section 3.01. Officers.

The Presbytery shall elect from its Ministers of the Word and Sacrament members and Elders of member congregations a Moderator and a Vice-Moderator. It shall also elect a Stated Clerk for a specified term. The Stated Clerk shall serve as the Secretary of the Presbytery. In accordance with the *Book of Order* the Stated Clerk must be either a Minister of the Word and Sacrament or a Ruling Elder, but need not be a member of the Presbytery. The terms and duties of the officers shall be included in the Manual of Operations.

The Moderator shall preside at all meetings of the Presbytery. If the Moderator is unable to preside, the Vice-Moderator shall preside. If neither is able to preside, the Stated Clerk shall ask a past Moderator to preside.

Section 3.02. Administrative Staff.

The Presbytery shall call and employ such Administrative Staff as it deems necessary to assist the Presbytery in carrying out its mission and ministry. The Presbytery may, at its

discretion, share staff with other Councils of the Presbyterian Church (U.S.A.) or with Councils of other churches in full communion with the Presbyterian Church (U.S.A.) as defined in the *Book of Order*, G-5.0202.

ARTICLE IV The Council

Section 4.01. Membership of the Council.

The Council of the Presbytery shall consist of

- The currently serving Moderator
- The currently serving Vice-Moderator
- The Stated Clerk (ex-officio with voice but no vote)
- The immediate past Moderator
- The moderator of the Commission on Ministry
- The moderator of the Budget and Finance Committee
- A member of the Joint Personnel Commission
- The moderator of the Missional Witness Committee
- Presbytery staff (ex-officio with voice but no vote)

Section 4.02. Duties and Responsibilities of the Council.

The Council shall:

1. Function as the Board of Directors of the Presbytery Corporation under the provisions of Iowa law, with the Stated Clerk serving as Secretary of the Corporation.
2. Be available for the clarification of programs and decisions of Presbytery.
3. Maintain the timely dissemination of current and accurate information regarding Presbyterian programs, issues and concerns.
4. Meet on a regular basis, either in person or via video conference, including three weeks prior to Presbytery meetings and as requested by Presbytery moderator.
5. Be responsible for setting the location, agenda, and worship for each of the stated Presbytery meetings. Meetings for Presbytery shall ordinarily include opportunities for worship, business, education, and fellowship.
6. Be responsible for nominating the nominating committee to consist of Ministers of the Word and Sacrament and Ruling Elders, striving for equal representation.
7. Establish all working groups and ensure each working group meets guidelines as established by the Presbytery.
8. Support Presbytery staff.
9. Set goals for and present those goals to the Presbytery annually, together with updates on how those goals are being or not being met.
10. Study together topics that will help the team to lead the Presbytery in its vision and mission.
11. Seek out resources needed by congregations and leadership to live out Presbytery vision.

12. Create, implement, or otherwise provide educational events at Presbytery related to vision.
13. Establish all working groups and ensure each working group meets guidelines as established by the Presbytery.

ARTICLE V

Commissions, Committees, and Task Forces of the Presbytery

Section 5.01. Committees of the Presbytery.

The permanent Commissions and Committees of the Presbytery are:

1. The Commission on Ministry, which is charged with overseeing the Ordered Ministries of the Church as set forth in the *Book of Order*, Chapter Two, with the exception of those set forth in G-2.06, Preparation for Ministry.
2. The Committee on Preparation for Ministry, which is charged with overseeing the preparation for service of Inquirers, Candidates, and Commissioned Ruling Elders as set forth in G-2.06.
3. The Budget and Finance Committee, which is charged with setting the budget of the Presbytery and overseeing its finances.
4. The Missional Witness Committee, which is charged with overseeing the mission of the Presbytery.
5. The Congregational Vitality Committee.
6. The Personnel Commission, which deals with all personnel issues.
7. The Nominating Committee, which is charged with nominating officers of the Presbytery and members of the Commissions, Committees, and Task Forces of the Presbytery.
8. The Committee on Representation, which is charged with making sure the provisions of G-3.0103 are followed with regard to inclusiveness and representation.
9. The John Coates Fund Board, which administers the John Coates Memorial Fund.
10. The Trustees of Prospect Hill Monument, who see to the maintenance and upkeep of the Prospect Hill Monument in Sioux City, Iowa.

The membership, duties, and authority of all Commissions and Committees are set forth in the Manual of Operations.

ARTICLE VI

Nominations and Elections

Section 6.01. Eligibility for office or service on the Commissions, Committees, and Working Groups of the Presbytery shall be consistent with the Constitution of the Presbyterian Church (U.S.A.). and in accordance with the Manual of Operations.

Section 6.02. The Nominating Committee shall nominate persons to all elected positions except for the Nominating Committee and the administrative staff of the Presbytery.

Section 6.03. The Council of the Presbytery shall nominate persons to serve on the Nominating Committee.

Section 6.04. Elections shall be conducted in accordance with the Manual of Operations.

ARTICLE VII

Insurance

Section 7.1. The Presbytery shall maintain insurance against all losses as required by the Constitution of the Presbyterian Church (U.S.A.) and shall review the adequacy of the coverage on an annual basis.

ARTICLE VIII

Miscellaneous

Section 8.01. Fiscal Year.

The fiscal year of the Presbytery shall end on the last day of December.

Section 8.02. Amendments.

These Bylaws may be amended, subject to the Articles of Incorporation, the laws of the state of Iowa and the Constitution of the Presbyterian Church (U.S.A.), by approval of the Presbytery at any stated or special meeting of the members of the Presbytery at which a quorum is present, by a two-thirds vote of those present and voting, provided that a full copy of the proposed changes is transmitted electronically to all members and churches of the Presbytery no less than 60 days prior to the meeting on which the vote is to be taken.

These Bylaws may not be amended contrary to or so as to not include the provisions of the Constitution of the Presbyterian Church (U.S.A.).

Section 8.03. All Property Held in Trust.

Any and all property, now or hereinafter held by the Presbytery, or to which the Presbytery is entitled, shall be held in trust for the benefit of the Presbyterian Church (U.S.A.).

Section 8.04. Particular Property Requirements.

When buying, selling, or mortgaging real property, the Council shall act only after the approval of the members of the Presbytery granted in a duly constituted meeting.

Section 8.05. Property Conveyances.

Pursuant to the Constitution of the Presbyterian Church (U.S.A.), real property transferred to a Presbyterian church or congregation within the bounds of the Presbytery shall include the following language in the deed:

The premises herein conveyed shall be used, kept, and maintained by the grantee for Divine Worship and other purposes of its ministry as a congregation within the Presbytery of Prospect Hill or its successor in interest, subject to the provisions of the Constitution of the Presbyterian Church (U.S.A.).

ARTICLE IX Definitions

Section 9.01. The term “Presbyterian Church (U.S.A.)” shall include any and all successor organizations.

Section 9.02. The term “Presbytery of Prospect Hill” shall include any and all successor organizations.

ARTICLE X

Section 10.01 Liability Shield Provision.

A director of the Corporation shall not be liable to the Corporation or its members for money damages for any action taken, or any failure to take any action, as a director, except liability for any of the following: (1) the amount of a financial benefit received by a director to which the director is not entitled; (2) an intentional infliction of harm on the Corporation or the members; (3) an intentional violation of criminal law. If the Revised Iowa Nonprofit Corporation Act is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be eliminated or limited to the extent of such amendment, automatically and without any further action, to the fullest extent permitted by law. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any limitation on the personal liability or any other right or protection of a director of the Corporation with respect to any state of facts existing at or prior to the time of such repeal or modification.

ARTICLE XI

Section 11.01 Indemnification Provisions.

The Corporation shall indemnify a director for liability (as such term is defined in section 504.851 of the Revised Iowa Nonprofit Corporation Act) to any person for any action taken, or any failure to take any action, as a director, except liability for any of the following: (1) receipt of a financial benefit received by a director to which the director is not entitled; (2) an intentional infliction of harm on the Corporation or the members; (3) an intentional violation of criminal law. Without limiting the foregoing, the Corporation shall exercise all of its permissive powers as often as necessary to indemnify and advance expenses to its directors and officers to the fullest extent permitted by law. If the Revised Iowa Nonprofit Corporation Act is hereafter amended to authorize broader indemnification, then the indemnification obligations of the Corporation shall be deemed amended automatically and without any further action to require indemnification and advancement of funds to pay for or reimburse expenses of its directors and officers to the fullest extent permitted by law. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any indemnification obligations of the Corporation with respect to any state of facts existing at or prior to the time of such repeal or modification.

MANUAL OF OPERATIONS Presbytery of Prospect Hill

- A. Mission Statement
- B. Mission Focus
- C. Relationships
- D. Purpose of the Manual of Operations
- E. The Function of the Presbytery
- F. Membership of the Presbytery
- G. A Note on Language
- H. Presbytery Structure
 - 1. Officers of the Presbytery and their Responsibilities
 - a. Moderator
 - b. Vice Moderator
 - c. Stated Clerk
 - d. Treasurer
 - 2. Shared Staff
 - a. Administrative Executive
 - b. Mission Executive
 - c. Pastor to the Presbyteries
 - d. Office Manager
 - e. Program and Communications Coordinator
 - 3. The Presbytery Council: Membership and Responsibilities
 - 4. Committees, Commissions, and Working Groups
 - *=Committees/Commissions whose work is mandated by the Book of Order

Definitions:

A *Commission* is empowered to act on behalf of the presbytery.

A *Committee* makes recommendations to the presbytery for its approval.

A *Task Force* is formed for a specific purpose and ceases to exist when the purpose is completed.

- a. The Commission on Ministry*
 - b. The Committee on Preparation for Ministry*
 - c. The Budget and Finance Committee*
 - d. The Bills and Overtures Committee
 - e. The Committee on Representation*
 - f. The Missional Witness Committee
 - g. The Congregation Vitality Committee
 - h. The John Coates Fund Committee
 - i. The Shared Personnel Commission
 - j. The Permanent Judicial Commission*
 - k. The Nominating Committee*
 - l. Trustees of Prospect Hill Monument
 - m. Working Groups
- 5. Representation on Other Bodies
 - a. The Presbyterian Camp on Okoboji Ministry Board (Lakeshore Center Board)
 - b. Commissioners to Other Councils of the Presbyterian Church (U.S.A.)

- I. Meeting Policies
 - 1. Meeting Time and Places
 - 2. Agenda
 - 3. Preparations for Meetings
 - 4. Meeting Norms
 - 5. Attendance Expectations
 - 6. Electronic Meetings
- J. Records and Reporting
 - 1. Of the Local Churches
 - 2. Of the Presbytery
- K. Business Practices and Fiscal Accountability
 - 1. Per Capita
 - 2. General Mission Pledge
 - 3. Presentation of the Budget
- L. Amendments

Appendixes

- I. Commissioned Ruling Elders (CREs)
- II. Records Retention Policy
- III. Seeking to Be Faithful Together: Guidelines for Presbyterians During Times of Disagreement
- IV. Sexual Misconduct Policy
- V. Simplified Special Rules of Order and Standing Rules for Electronic Meetings Using Zoom or other Video Conferencing Technology
- VI. Social Media Policy
- VII. Social Media Guidelines

A. Mission Statement of the Presbytery of Prospect Hill

Our mission as the Presbytery of Prospect Hill is to ensure in the midst of our diversity the nurturing and energizing of Presbyterians by unifying and solidifying the focus of our faith in Jesus Christ through Worship, Leadership, Discipleship, Stewardship, and Partnership.

B. Mission Focus of the Presbytery of Prospect Hill

With believers in every time and place, we affirm our common mission as witnesses to our Lord and Savior Jesus Christ. We commit to:

1. Being a resource and networking hub for our congregations as they seek to live out the mission of God.
2. Empowering church members to be the church through education, leadership development, spiritual formation, networking, and financial support.
3. Growing and empowering Christian leaders through spiritual formation, education, leadership development, and coaching.
4. Supporting congregations and local mission initiatives through faithful stewardship of people, their gifts, resources, and finances.
5. Networking pastors, leaders, and churches.

In so doing, the Presbytery seeks to be Missional, Pastoral, and Prophetic.

C. Relationships

1. The Presbytery of Prospect Hill (hereafter “the Presbytery”) is a council within the Presbyterian Church (U.S.A.) in accordance with the Constitution of the Presbyterian Church (U.S.A.).
2. The Presbytery is a council within the Synod of Lakes and Prairies.
3. The Presbytery is affiliated with the Presbytery of Des Moines and the Presbytery of North Central Iowa in a missional covenant known as the United Presbyteries of the Plains.

D. Purpose of the Manual of Operations

The Manual of Operations of the Presbytery of Prospect Hill is the repository of policies adopted by the Presbytery and procedures created by committees and working groups for the operation of the Presbytery.

E. The Function of the Presbytery

The responsibilities of Presbytery are outlined in the Book of Order in section G-3.03, “The Presbytery:” “The presbytery is responsible for the government of the church throughout its district, and for assisting and supporting the witness of congregations to the sovereign activity of God in the world, so that all congregations become communities of faith, hope, love, and witness.” Specific responsibilities and powers are outlined in the Book of Order under the headings of: (a) providing that the Word of God may be truly preached and heard, (b) providing that the Sacraments may be rightly administered, and (c) nurturing the covenant community of disciples of Christ. In summary, the Presbytery’s primary roles are

1. To engage congregations in joint mission;
2. To facilitate the formation of strategy;

3. To walk alongside congregations in transition;
4. To teach, gather and disburse;
5. To organize, witness and maintain records;
6. To offer wisdom and process;
7. To provide a marketplace for the free exchange of ideas;
8. To provide a venue for the pursuit of justice and discipline; and
9. To act to form a network of resources.

F. Membership of the Presbytery

1. The Presbytery of Prospect Hill is composed of all the congregations and Ministers of the Word and Sacrament within the bounds of the Presbytery as defined in Section 6 of this Manual.
2. Those entitled to vote at all stated and called meetings of the presbytery are all Ministers of the Word and Sacrament who are members of the Presbytery; all Ruling Elder Commissioners elected by the member congregations; all Commissioned Ruling Elders currently commissioned to ministries in the Presbytery; and Ruling Elders who are moderators of Presbytery committees or commissions.
3. Annually, during the first week of January, the stated clerk of Presbytery shall ascertain the number of resident ministers who are members of Presbytery and the number of elders which the churches are entitled to send as commissioners to Presbytery meetings, and the number of elders enrolled as members of Presbytery by virtue of their office. When the number of ministers is larger, the stated clerk shall bring the imbalance to the attention of Presbytery at the first meeting of the year. Presbytery shall redress the imbalance by inviting the church(es) with the largest reported membership(s) to send additional commissioner(s) until the imbalance is addressed.

G. A Note on Language

1. The following terms are used in this Manual in the same way they are used in the Book of Order of the Presbyterian Church (U.S.A.):
 - a. SHALL and IS TO BE/ARE TO BE signify practice that is mandated,
 - b. SHOULD signifies practice that is strongly recommended,
 - c. IS APPROPRIATE signifies practice that is commended as suitable,
 - d. MAY signifies practice that is permissible but not required.
2. The terms “Minister of the Word and Sacrament” and “Teaching Elder” are used interchangeably.
3. The term “the Presbytery” is used to mean “the Presbytery of Prospect Hill.”

H. Presbytery Structure

The Presbytery of Prospect Hill is a corporate expression of the Presbyterian Church (U.S.A.) (hereinafter referred to as the Church) consisting of all the congregations of the Church within the counties of: Buena Vista, Calhoun, Carroll, Cherokee, Clay, Crawford, Dickinson, Emmet, Ida, Lyon, Monona, O'Brien, Osceola, Palo Alto, Plymouth, Pocahontas, Sac, Sioux, and Woodbury, all in Iowa; Dakota County in Nebraska; and Big Sioux Township of Union

County in South Dakota. All the ministers on the roll of Presbytery shall be members of Presbytery. Minister members of Presbytery shall be subject to the provisions in the Form of Government, Book of Order of the Presbyterian Church (U.S.A.).

1. Officers of the Presbytery and their Responsibilities

The officers of the Presbytery are the Moderator (president of the corporation), Vice-Moderator (vice-president of the corporation), Stated Clerk (secretary of the corporation), and Treasurer (treasurer of the corporation).

a. Moderator

Term: The Moderator shall be elected for such term as Presbytery shall determine, not exceeding two years.

Powers and Responsibilities: The Moderator possesses the authority necessary for preserving order and for conducting efficiently the business of Presbytery. He or she shall convene and adjourn Presbytery in accordance with its own action. The Moderator may in an emergency convene Presbytery by written notice at a time and place different from that previously designated by the body. Procedures for calling special meetings of the Presbytery are found in the Bylaws.

The Moderator shall be the President of the Corporation.

The Moderator shall serve on the Council for one year following end of term and shall serve as Moderator of the Council during that term of service.

The Moderator shall preside at all meetings of the Presbytery. If the Moderator is unable to preside, the Vice-Moderator shall preside. If neither is able to preside, the stated clerk shall ask a past Moderator to preside.

The Moderator shall, at the request of the Commission on Ministry, appoint Administrative Commissions (AC) to fulfill the functions set forth in G-3.0109b. An AC shall be composed of Ruling Elders and Ministers of the Word and Sacrament in numbers as nearly equal as possible and sufficient to accomplish their work. The quorum of an AC shall be a majority of its members (except as limited by D-5.0204).

The Moderator shall have the authority to appoint a Stated Clerk *pro tem*, in consultation with the Stated Clerk, or if unavailable, the Pastor to the Presbytery and/or the Mission Executive; to perform other duties the Presbytery may assign. All appointments shall be reported to the next stated meeting of Presbytery.

b. Vice-Moderator

Term: The Vice-Moderator shall be elected for such term as Presbytery shall determine, not exceeding two years.

Powers and Responsibilities: The Vice-Moderator will perform the duties of the Moderator in the absence of, or at the request of, the Moderator. The Vice-Moderator will also serve on the Council.

The Vice-Moderator shall be the vice-president of the corporation.

The Vice-Moderator shall ordinarily succeed the Moderator as the Moderator of Presbytery.

c. *Stated Clerk*

Term: The Stated Clerk shall be elected for a term not to exceed 3 years and shall be eligible for re-election.

The Stated Clerk shall be the Secretary of the Corporation and of the Council. The duties and responsibilities of the Stated Clerk are defined in the Book of Order, the By-laws of the Presbytery, and the Administrative Executive's Job Description.

The Stated Clerk is accountable to the Personnel Commission but may not be terminated except by vote of the presbytery.

"Upon receipt of a written statement of an alleged offense, the...stated clerk of presbytery, without undertaking further inquiry, shall then report to the council only that an offense has been alleged without naming the accused or the nature of the alleged offense, and refer the statement immediately to an investigating committee." - D-10.0103

d. *Treasurer*

Term: The Treasurer shall be elected for a term not to exceed 3 years and shall be eligible for re-election.

Powers and Responsibilities: The Treasurer shall be responsible for the financial oversight of Presbytery funds and expenditures and report same to Presbytery. It shall be the duty of the Treasurer to collect, deposit for safekeeping, and dispense upon proper voucher, all necessary Presbytery funds as directed by Presbytery, and make a complete report of all transactions annually; and as such other times as Presbytery may require.

Accountability: The Treasurer is accountable to the Budget and Finance Committee.

Evaluation: The Budget and Finance Committee shall make provision for an annual review of the Treasurer's work and a comprehensive review every three years prior to the conclusion of the term of office. The Budget and Finance Committee, in cooperation with the Treasurer, shall make arrangements for a complete and competent review of the Treasurer's books annually in accordance with the Form of Government, G-3.0113. The Treasurer shall be the Treasurer of the Corporation.

2. **Shared Staff**

As a member of the missional covenant group known as the United Presbyteries of the Plains, the Presbytery shall share the following staff with the Presbyteries of Des Moines and North Central Iowa: Administrative Executive, Mission Executive, Pastor to the Presbyteries, Office Manager, and Program and Communications Coordinator. The compensation packages of the shared staff shall be divided according to formulas negotiated by the shared Personnel Commission. The duties, responsibilities, and relationships of the shared staff are summarized here.

a. *Administrative Executive*

This person will serve as Stated Clerk to all three presbyteries and as the Team Leader. They will resource the Budget and Finance Committee, the Nominating Committee, the Permanent Judicial Committee, policy matters, and Presbytery meetings. They will also co-resource the Commission on Ministry and the Committee on Preparation for Ministry.

b. *Mission Executive*

This person will focus on mission engagement in the state, presbyteries and communities. This includes taking the lead in mission initiatives in Iowa (such as the mental health initiative, rural issues, environmental issues) and coordinating mission opportunities (especially for smaller congregations who may not have enough to do such a trip on their own). They will resource the Mission Committee.

c. *Pastor to the Presbyteries*

This person will provide support to pastors and congregations, and Pastor Nominating Committees. The focus is on health and vitality of congregations and leaders so will include peer cohort development and administration, educational events for congregational leaders, reference checks. They will also co-resource the Commission on Ministry, the Committee on Preparation for Ministry, and congregational Personnel Committees.

d. *Office Manager*

This person will support the work of committees, the Stated Clerk's office, and will be the point of contact for calls from congregations. They will support the work of the Administrative Executive.

e. *Program and Communications Coordinator*

This position will be half time program support (support for events and programs from the work of the Pastor to Presbyteries and Mission Executive plus support for them). The other half will be spent on communications that connect and communicate with the Iowa Presbyterians (websites, minute for mission pieces, newsletters, etc.). This person will make sure stories are shared from every presbytery.

3. The Council: Membership and Responsibilities

a. *The Council of the Presbytery* shall consist of

- i. The currently serving Moderator,
- ii. The currently serving Vice-Moderator,
- iii. The Stated Clerk, who shall serve as secretary with voice but no vote
- iv. The immediate past Moderator
- v. The moderator of the Commission on Ministry
- vi. The moderator of the Committee on Preparation for Ministry
- vii. The moderator of the Budget and Finance Committee
- viii. A member of the Joint Personnel Commission
- ix. The moderator of the Missional Witness Committee
- x. Presbytery staff (ex-officio with voice but no vote)

b. Duties and Responsibilities of the Council

The Council shall

- i. Function as the Board of Directors of the corporation under the provisions of Iowa law, with the Stated Clerk serving as Secretary of the corporation.
- ii. Be available for the clarification of programs and decisions of Presbytery.
- iii. Maintain the timely dissemination of current and accurate information regarding Presbyterian programs, issues and concerns.

- iv. Meet on a regular basis, either in person or via video conference, including three weeks prior to presbytery meetings and as requested by presbytery moderator.
- v. Be responsible for setting the location, agenda, and worship for each of the stated presbytery meetings. Meetings for Presbytery shall ordinarily include opportunities for worship, business, education, and fellowship.
- vi. Be responsible for nominating the members of the Nominating Committee to consist of Ministers of the Word and Sacrament and Ruling Elders in as equal a proportion as possible. Attention shall also be given to balance in gender, age, and race.
- vii. Establish all Working Groups and ensure each Working Group meets guidelines as established by the Presbytery.
- viii. Support Presbytery staff.
- ix. Set goals for the Presbytery and present those goals to the Presbytery annually, together with updates on how those goals are being or not being met.
- x. Study together topics that will help the team to lead the presbytery in its vision and mission.
- xi. Seek out resources needed by congregations and leadership to live out presbytery vision.
- xii. Create, implement, or otherwise provide educational events at Presbytery meetings related to vision.

4. Committees, Commissions, and Working Groups

Unless otherwise specified each Committee, Commission, and Working Group shall:
 —Consist of members nominated by the Nominating Committee and elected by the Presbytery.

—Have a moderator elected by the Committee, Commission, or Working Group

—Have three year terms, divided into three classes.

—Have members who serve full or partial terms aggregating not more than 6 years.

—Strive to have a balance between Ministers of the Word and Sacrament and church members.

—Meet on a regular basis, either face-to-face or electronically, with at least one face-to-face meeting each year encouraged.

—Work to become more open and inclusive and to correct patterns of discrimination on the basis of race, sex, age, or disability.

—Set its own quorum, provided that the quorum is not less than one-half of the members.

—Have the freedom to organize into sub-committees, which will be subject to the Committee, Commission, or Working Group of which they are a part.

—Report to the Presbytery at each Stated Meeting and more often if requested.

Any member of a Presbytery Committee who is absent three consecutive meetings without requesting an excused absence shall be considered to have resigned and the

position shall be filled as provided in this Manual of Operations without further notice. The moderator of the committee will notify the Nominating Committee of the need to fill the vacancy.

*=Committees/Commissions whose work is mandated by the Book of Order

a. *The Commission on Ministry** (COM)

- i. *Purpose:* The Commission on Ministry shall serve as a counselor to ministers of Presbytery, and to facilitate the relations between congregations, ministers and Presbytery. (G-3.0307)
- ii. *Responsibilities:* The Commission on Ministry shall be responsible for planning the effective ordering and deployment of resources and leaders in the churches, for studying the leadership needs of churches, and the possibilities for relationships between churches in the sharing of ministry, both within and across denominational lines, and to suggest plans and procedures for establishing effective ministry and mission, and carry out the responsibilities assigned to the Presbytery in the Form of Government, G-3.0307.
- iii. *Membership:* The Commission shall be composed of ten members in three classes with Ruling Elders and Ministers of the Word and Sacrament in approximately equal numbers (G-3.0307). The Commission shall elect a Vice-Moderator as well as a Moderator, or at the Commission's discretion, Co-Moderators. If the Moderator resigns from the Commission or is not able to function, the Vice-Moderator shall immediately become Moderator and the Commission shall elect a new Vice-Moderator. In the absence of the Moderator, the Vice-Moderator shall have authority to sign calls and other official papers for Commission.
- iv. *Empowerment of the Commission on Ministry to Act on Behalf of the Presbytery*
The Commission on Ministry has been given authority by the Presbytery as described in G-3.0307 to
 - find in order calls issued by churches,
 - approve and present calls for services of ministers,
 - approve the examination of ministers transferring from other presbyteries required by G-2.0104b,
 - dissolve the pastoral relationship in cases where the congregation and pastor concur,
 - grant permission to labor within or outside the bounds of the Presbytery,
 - dismiss ministers to other presbyteries,
 - appoint Ministers of the Word and Sacrament to serve as moderators of vacant churches,
 - appoint qualified Ruling Elders to serve as Commissioned Ruling Elders (CREs). The procedure for the preparation and commissioning of a CRE is found in Appendix I.

—recommend to the Moderator of the Presbytery the appointment of Administrative Commissions,
—set the Minimum Terms of Call for a Called Pastor and the remuneration rate for pulpit supplies and moderators of congregations with the provision that all such actions be reported to the next stated meeting of the Presbytery.

b. *The Committee on Preparation for Ministry** (CPM)

- i. Purpose: The purpose of the Committee on Preparation for Ministry is to oversee the preparation of those who are to be ordained as Ministers of the Word and Sacrament (G-2.06) and to have oversight for the training and examination of those who desire to be Commissioned Ruling Elders.
- ii. Responsibilities: The Committee on Preparation for Ministry shall:
 - a) Be in charge of all inquirers and candidates for church vocations and endorse the applications concerning financial aid through the appropriate General Assembly Agency.
 - b) Have charge of all examinations of candidates taken under care of Presbytery including Commissioned Ruling Elders, and shall carefully counsel the inquirers and candidates concerning the requirements they must meet.
 - c) Keep an accurate record of the training and progress of the inquirers and candidates under the Presbytery's care.
 - d) Oversee the duties assigned to the Presbytery in the Form of Government, (G-2.0605)
 - e) Oversee the training and preparation of all Commissioned Ruling Elders and make recommendations to the Commission on Ministry regarding their suitability for ministry. The procedures for this process are found in Appendix I.

c. *The Budget and Finance Committee**

- i. Purpose: The purpose of the Budget and Finance Committee shall be to oversee the financial well-being of the Presbytery.
- ii. Responsibilities: This committee shall:
 - a) Develop a unified budget — administrative and mission — through allocations of funds requested to achieve the goals of Presbytery.
 - b) Have management oversight of all the funds of Presbytery, implement, and recommend amendments to the existing fiscal accountability policies of Presbytery.
 - c) Review and make recommendations to the Council on any elected staff housing loan applications.
 - d) Have management of Presbytery's assets and liabilities. These include:
 - 1) Monitoring insurance guidelines;
 - 2) Managing investment guidelines;
 - 3) Recommending modifications in current year's budget;

- 4) Monitoring the use of designated and/or restricted funds of Presbytery;
 - 5) Reviewing and making recommendations as to purchase, sell, transfer, lease, or encumbrance of Presbytery-owned properties.
 - 6) Review inventory of all business and communication equipment.
 - e) Establish procedure for the annual financial review and review of treasurer's records.
 - f) Review and make recommendations of all fund-raising campaigns of subsidiary corporations.
 - g) Review and make recommendations to the Council on all site loan and church loan applications.
- iii. Membership: The committee shall consist of six members in three classes.
- d. *The Bills and Overtures Committee*
 - i. Purpose: The purpose of the Bills and Overtures Committee shall be to review amendments from General Assembly to Presbytery, to review overtures from Presbytery to General Assembly, and to make recommendations.
 - ii. Membership: the committee shall consist of the Commissioners and alternates including the Young Adult Advisory Delegate (YAAD), if one is elected, to the current General Assembly. Terms will be two years.
- e. *The Committee on Representation**
 - i. Purpose: The Presbytery's Committee on Representation shall Fulfill the requirements of G-3.0103. This committee reports annually to the Presbytery.
 - ii. Membership: The committee shall consist of three members in three classes, each class to have a three-year term with two consecutive terms permitted.
- f. *The Missional Witness Committee*
 - i. Purpose: This committee exists to both lift up the witness of each congregation of the Presbytery to the good news of Jesus Christ, and to lift up the witness of the Presbytery in our corporate mission to the world. This is in keeping with the understanding of the Church found in the Book of Order:
 - a) "The Church is to be a community of witness, pointing beyond itself through word and work to the good news of God's transforming grace in Christ Jesus its Lord." - F-1.0301
 - b) "The Church is sent to be Christ's faithful evangelist:
 - 1) making disciples of all nations in the name of the Father, the Son, and the Holy Spirit¹;

¹ The gender-exclusive language here is found in the Book of Order and is derived from Matthew 28:19.

- 2) sharing with others a deep life of worship, prayer, fellowship, and service; and
 - 3) participating in God's mission to care for the needs of the sick, poor, and lonely; to free people from sin, suffering, and oppression; and to establish Christ's just, loving, and peaceable rule in the world." - F-1.0302d
 - ii. The Missional Witness Committee will live that out by:
 - a) Identifying and celebrating the work of each congregation in their ministry beyond their own membership;
 - b) Providing resources to help each congregation understand their gifts and their opportunities to bear witness to Jesus Christ in their own communities;
 - c) Helping connect congregations of the Presbytery with each other for joint witness opportunities;
 - d) Helping connect each congregation to the witness of the Church through the Presbytery, Synod, and General Assembly; and
 - e) Challenging the Presbytery in its corporate witness to the love and justice of Jesus Christ.
 - iii. In its work, the committee will be guided by Scripture; the Confessions of the Church; the Foundations of Presbyterian Polity, Chapter One (Book of Order F-1); and the Mission Statement of the Presbytery.
 - iv. Membership: the committee shall consist of three members in three classes, each class to have a three-year term with two consecutive terms permitted.
- g. *The Congregational Vitality Committee*
 - i. Purpose: TBD
 - ii. Membership: the committee shall consist of _____ members in three classes, each class to have a three-year term with two consecutive terms permitted.
- h. *The John Coates Memorial Fund Committee*
 - i. Purpose: To aid any minister or minister's dependents covered by the Presbyterian Church (U.S.A.) Pension Plan—by supplementing inadequate pension benefits or helping to meet emergency financial needs not cared for in any other way. (Note: aid may be granted to anyone outside the presbytery who, except for presbytery membership, would meet the above criteria)
 - ii. Guidelines
 - a) Interest on the invested fund may be used as above. The principal may be used if emergency requires.
 - b) Other donations for the same purpose may be added to the fund.
 - c) Applications for aid from the fund shall be evaluated and disbursements authorized by the committee.

- iii. Membership: the committee shall consist of three members in three classes, each class to have a three-year term with two consecutive terms permitted.
- i. *The Shared Personnel Commission*
 - i. Three people from each presbytery (Des Moines, North Central Iowa, and Prospect Hill) will be elected and commissioned for this service.
 - ii. These participants will serve in rotating three-year terms.
 - iii. Participants can serve two terms or a maximum of six years before being required to rotate off the Commission.
 - iv. Leadership of this Commission will rotate among the Presbyteries on an annual basis.
 - v. The Commission will report to each Presbytery's leadership council.
 - vi. The Commission will be authorized and expected to have the following responsibilities:
 - a) Develop a shared set of personnel policies that will guide the work and offer processes for the staff to use.
 - b) Review and support the staff.
 - c) Conduct an initial six-month review of all staff members.
 - d) Conduct an annual review of all staff members for the first year. The Commission will receive the annual reviews of the full-time administrators from the Administrative Executive in subsequent years.
 - e) Mentor the staff, providing support, clarifying responsibilities and answering questions as needed.
 - f) Discipline staff members as needed, following established policies for addressing issues and concerns that arise.
 - g) Fire staff members who do not meet performance and/or behavioral expectations using due process as articulated in the adopted personnel policies. In the case of the Administrative Executive, which includes the Stated Clerk role, the Commission will recommend termination and an interim Stated Clerk candidate to each Presbytery for action.
- j. *The Permanent Judicial Commission**
 - i. Membership: The Permanent Judicial Commission (PJC) shall consist of seven members, Ministers of the Word and Sacrament and Ruling Elders, as nearly equal as possible in number, in accordance with the Rules of Discipline, (D-5.0100) They shall choose their own moderator and clerk. The term of office shall be six years, and no member shall be eligible for reelection after serving one full six year term until four years has elapsed in accordance with the Rules of Discipline, (D-5.010). Ruling Elder members must be members of a congregation under jurisdiction of this Presbytery. No two Ruling Elder members of the Commission may be from the same congregation.
 - ii. Staffing: the Stated Clerk shall serve as advisory staff to the PJC but without vote. If the Stated Clerk is unable to act, the Moderator of the

- Presbytery shall appoint a Stated Clerk from another presbytery to act as advisory staff.
- iii. Powers and Responsibilities: the Permanent Judicial Commission shall have the powers and responsibilities assigned to it in the Book of Discipline, (5.0202).
 - k. *The Nominating Committee**
 - i. Purpose: The purpose of the Nominating Committee is to nominate persons to fill all vacancies on continuing committees (except the Nominating Committee), commissions and other bodies that require election by the Presbytery.
 - ii. Responsibilities: This Committee shall recommend to Presbytery the list of nominees to fill vacancies for:
 - a) Moderator
 - b) Vice-Moderator
 - c) Stated Clerk *pro tem*
 - d) Committees and Commissions of Presbytery (except the Nominating Committee)
 - e) Commissioners to Synod and General Assembly
 - iii. The offices of Moderator and Vice-Moderator shall alternate, as much as possible, between a Minister of the Word and Sacrament and a Ruling Elder, so that when a Minister of the Word and Sacrament is Moderator, the Vice-Moderator will be a Ruling Elder, and vice-versa.
 - iv. Nominations may be made by Presbytery from the floor providing the nominee has been contacted in advance and has agreed to serve if elected. The Moderator shall always ask for nominations from the floor at every election.
 - v. Nominations for regular vacancies shall be presented at the October Stated Meeting of Presbytery; nominations for unexpired terms occurring during the year shall be presented by the Nominating Committee at the next Stated Meeting of Presbytery.
 - vi. The committee members shall be nominated in such a way as to assure, as far as is practical, that there is a balance of Ministers of the Word and Sacrament and Ruling Elders or Ministers of the Word and Sacrament and church members. Vacancies in the membership shall be filled at the next Stated Meeting of Presbytery.
 - vii. The Presbytery year shall be from January 1 to December 31, and officers and Committee members elected at the last Stated Meeting of the year shall take office on January 1st of the following year.
 - viii. Guidelines for General Assembly (G.A.) Representation
 - a) Commissioners to each General Assembly shall be nominated at the October stated meeting prior to the assembly according to the guidelines approved by the Presbytery. The Moderator of Presbytery shall ordinarily be one of these nominees and when elected, shall serve as coordinator of the General Assembly Commissioners. The Moderator shall also serve as liaison for the Presbytery with all persons serving from this Presbytery on

General Assembly units. Should the Moderator not be elected a Commissioner, the elected Commissioners shall elect a coordinator from among themselves to fulfill the above responsibilities.

b) Ordained Minister Guidelines for Nomination:

- 1) The Nominating Committee will solicit applications from Ministers of the Word and Sacrament but will not be limited to only those who apply.
- 2) Ministers are representatives of their own membership in Presbytery, not the place of service. Generally, only one G.A. Commissioner is sent from any church.
- 3) The Nominating Committee shall strive for a balanced mix based on age, sex, race, ethnicity and theology.
- 4) Members who have been and are currently active in the life of the Presbytery shall have higher priority. "Currently active" means regular attendance at Presbytery stated meetings and service on at least one committee of the Presbytery.
- 5) The Minister commissioner should be a member of Presbytery for at least one year and should not plan on transferring out of the Presbytery until their term is over.
- 6) Preference shall be given to those who have never been a commissioner, or those who have gone longest without being a commissioner.

c) Ruling Elder Guidelines for Nomination:

- 1) Session takes initiative in submitting name to Nominating Committee and providing application completed by elder and session.
- 2) The Nominating Committee shall strive for a balanced mix based on age, sex, race, ethnicity, theology, and church: city, rural, suburban.
- 3) The Nominating Committee shall give consideration to how active a Ruling Elder has been in the life of the Presbytery.
- 4) The Nominating Committee shall give preference to elders from churches that have never had a commissioner or which have gone the longest time without sending a commissioner.

d) Young Adult Advisory Delegate (YAAD) Guidelines for Nomination:

- 1) Session takes initiative in submitting name to the Nominating Committee and providing an application completed by the youth and session.
- 2) The YAAD must be between 17 and 23 years of age, per G.A. rules.

- 3) The Nominating Committee shall give preference to YAADs from churches that have never had a YAAD or which have gone the longest time without sending a YAAD.
- ix. Membership: There shall be a minimum of six members on this Committee, nominated by the Council and elected by Presbytery. Membership shall be from all regions of the Presbytery. Presbytery's representative on the Synod Permanent Nominating Committee and the chair of the Committee on Representation shall be additional members of this Committee. Committee members shall serve three-year terms with no more than two consecutive terms.
- l. *Trustees of Prospect Hill Monument*
 - i. The Prospect Hill Monument is a public park owned by the City of Sioux City, Iowa, and maintained according to an agreement with the City of Sioux City by volunteers from the Presbytery of Prospect Hill. These volunteers function as the Trustees of the Prospect Hill Monument.
 - ii. The Trustees are drawn from the membership of the Presbyterian churches of Sioux City, Iowa and South Sioux City, Nebraska. The churches are responsible for submitting names to the Presbytery.
 - iii. The Trustees serve three year terms and may be reelected indefinitely.
- m. *Working Groups*
 - i. Working Groups will function in addition to committees. While committees must be selected by the Nominating Committee and approved by Presbytery, Working Groups are self-determining groups which gather to work on a specific issue or topic. Working Groups are created with the approval of the Council when a need arises within the Presbytery. The Working Group is disbanded when it has finished its task. If a Working Group has not met for twelve consecutive months, the Working Group will be considered disbanded.
 - ii. Creation of Working Group:
 - a) Must have a minimum of five people interested and willing to work on topic. The Mission Executive can serve as a resource to help gather the required number of people.
 - b) Must fill out Working Group Application and have it approved by the Council.
 - c) Fill out application for administrative budget funds and submit to the Council.
 - d) May also apply for additional funds through the Presbytery Grant and Loan Program. Copies of this application need to be sent to both the Council and Budget and Finance Committee.
 - iii. Each Working Group will:
 - a) Turn in at least a written report at each stated meeting of the Presbytery.

- b) Send a representative twice a year to meet with Council and other committee and Working Group leadership to share resources and network.
- c) If a Working Group would like time at the presbytery meeting, it needs to submit its written request to the Moderator Team at least one month prior to the presbytery meeting.
- d) Working Groups are asked to consider leading workshops and classes at presbytery meetings.

5. Representation on Other Bodies

- a. The Presbyterian Camp on Okoboji Ministry Board
 - i. The Presbyterian Camp on Okoboji Ministry Board shall have oversight of the policy and direction of the Lakeshore Center at Okoboji in accordance with the Bi-Presbytery Covenant between the Presbytery of Prospect Hill and the Presbytery of North Central Iowa.
 - ii. The responsibilities of the Presbyterian Camp on Okoboji Ministry Board shall be those outlined in the Bi-Presbytery Covenant between the Presbytery of Prospect Hill and the Presbytery of North Central Iowa.
 - iii. The Presbytery of Prospect Hill shall elect representatives to the Presbyterian Camp on Okoboji Ministry Board. The Moderator or the Vice-Moderator of the Presbyterian Camp on Okoboji Ministry Board shall be liaison with the Presbytery.
- b. Commissioners to Other Councils of the Presbyterian Church (U.S.A.)
 - i. The Synod of Lakes and Prairies
The Presbytery shall elect Commissioners to the Synod of Lakes and Prairies or its successor according to the policies and procedures of the Synod.
 - ii. The General Assembly
The Presbytery shall elect Commissioners to the General Assembly of the Presbyterian Church (U.S.A.) or its successor according to the policies and procedures of the General Assembly.

I. Meeting Policies

- 1. Meeting Time and Places
The Presbytery shall meet in accordance with the procedures and requirements found in the By-Laws.
- 2. Agenda
The Council shall be responsible for preparing the agenda for the presbytery meeting. Meetings for Presbytery shall include opportunities for worship, business, education, and fellowship.
- 3. Preparations for Meetings
 - a. Persons or committees requesting time on Presbytery's agenda shall submit their request, including the amount of time being requested, to the Stated Clerk at least two (2) weeks before the presbytery meeting at which time is requested.
 - b. Written reports and recommendations for the presbytery meeting shall be submitted to the Stated Clerk in time to be included in the packet for the meeting;

this deadline will be published in the Stated Clerk's report to Presbytery for the next presbytery meeting. The Stated Clerk will electronically mail or notify by other suitable means the agenda and any reports and other documents to all pastors, all Clerks of Session, commissioners from each church and all committee chairpersons at least ten (10) days prior to the meeting.

4. Meeting Norms

- a. Ministers notify the Presbytery Office in case of absence; request an excuse.
- b. Come at the beginning of the meeting and stay until the end.
- c. Use inclusive language.
- d. Be courteous and considerate in disagreement.
- e. Be open, honest and receptive with each other.
- f. No smoking during meetings.
- g. Begin on time and end on time.
- h. Encourage openness.
- i. Give each person the opportunity to be heard.
- j. Take breaks to relax tension whenever necessary.
- k. Make no decision before most voting members are ready to make a decision.
- l. Take time for prayer before difficult or important decisions.
- m. Restate the motion before the action.
- n. Follow the "Seeking to be Faithful Together: Guidelines for Presbyterians During Times of Disagreement (Appendix III).

5. Attendance Expectations

- a. All Minister members of Presbytery are expected to be present for all stated and called meetings. When a member is unable to attend, they shall request an excuse from the Stated Clerk. The Stated Clerk shall grant all such requests and so report that in the minutes of the meeting.
- b. All sessions are expected to appoint a Ruling Elder commissioner for all stated and called meetings. It is advisable that the same Elder attend all meetings in a calendar year to facilitate continuity. Congregations may not request an excuse for sending an Elder commissioner to a presbytery meeting.

6. Electronic Meetings

Simplified Special Rules of Order and Standing Rules for Electronic Meetings are found in Appendix V.

J. Records and Reporting

1. Of the Local Churches

- a. The Clerk of Session (or the equivalent officer in union churches) shall keep a complete record of all meetings of the session (council or board in union churches), the congregational meetings, and all records required by the Constitution of the Presbyterian Church (U.S.A.), and shall submit these records for review and approval to the Presbytery Stated Clerk according to the plan designated by the Stated Clerk.
- b. The annual statistical reports from each church shall be submitted to the Stated Clerk of Presbytery on a date set by the Stated Clerk. In the event that said reports are not received by the set date, the Stated Clerk shall use the report of the previous year for their summary report to the General Assembly.

- c. The per capita apportionment for the church year is payable per the schedule committed to on the Presbytery General Mission Pledge Form. Exceptions will be dealt with by the Presbytery.
 - d. Presbytery shall not dissolve a pastoral relationship between a church and its pastor until all salary and pension payments have been met according to an agreement with the minister, the congregation and Presbytery.
 - e. In order that Presbytery may have continuity to fulfill its responsibilities, sessions are encouraged to elect principal and alternate commissioners to Stated Meetings of Presbytery to serve for a term of one year.
 - f. Sessions are encouraged to provide names to the Nominating Committee of individuals to serve on Presbytery committees and commissions.
2. Of the Presbytery
- a. The Stated Clerk shall maintain the minutes of all meetings of the Presbytery in readily-accessible form.
 - b. The Stated Clerk shall present the minutes of the Presbytery to the Synod of Lakes and Prairies for review on an annual basis, according to the procedures and policies of the Synod.
 - c. The Stated Clerk shall send annually to the General Assembly all reports and statistics required by the General Assembly.
 - d. The Stated Clerk shall cause to be maintained all documents necessary, according to the file retention policy recommended by the General Assembly (Appendix II).

K. Business Practices and Fiscal Accountability

1. Per Capita

- a. The Budget and Finance Committee shall determine the Presbytery's portion of the annual Per Capita apportionment as early in the year as possible for the following year and communicate that amount to the congregations in a timely manner.
- b. When a congregation is unable or refuses to pay any part of its Per Capita apportionment to higher governing bodies, the Presbytery shall pay that apportionment.

2. General Mission Pledge

In order that the Presbytery is enabled to carry out its mission, congregations are strongly encouraged to pledge to the mission of the Presbytery on an annual basis.

3. Presentation of the Budget

The annual budget shall be prepared by the Budget and Finance Committee and presented to the Presbytery in such a way that critical items of income and expense can be understood as to their impact on the mission of the Presbytery.

L. Amendments

This Manual of Operations may be amended by a majority vote of the Presbytery, provided adequate notice is given of the intention to amend.

APPENDIXES

APPENDIX I - Commissioned Ruling Elders (CREs)

1. A Commissioned Ruling Elder/Commissioned Pastor (hereafter referred to as CRE) is a person ordained to the office of Ruling Elder who has been trained and commissioned by the Presbytery to temporarily carry out a particular ministerial assignment. Typically, this involves a position in a congregation that is currently financially unable to call an ordained pastor. CREs provide a valuable service to these churches and are an important option for the Presbytery to pursue stability and growth within its member congregations.
2. Language and Terms
 - a. Applicant CRE – a person who is admitted into a CRE academy and is actively participating in the preparation process.
 - b. Eligible CRE – a person who has completed all requirements for commissioning set out by the CPM but is not currently commissioned to serve in a CRE role. (G-2.1002)
 - c. Active CRE – a person who is appointed and commissioned to work within the bounds of the Presbytery of Prospect Hill on a one-year, renewable basis.
3. Functions of a CRE (G-2.1001)

The functions of a particular CRE are determined by the Committee on Ministry (COM) of Prospect Hill Presbytery in light of the specific needs of the context in which the commission is issued. These may include, but are not limited to moderating the session, administering sacraments, officiating weddings, and voice and vote in Presbytery meetings. These duties will be in addition to any other necessary functions consistent with the office of Ruling Elder such as worship leadership and planning, home and hospital visitations, teaching ministries, conducting funerals, etc.
4. Terms of Service

CREs are commissioned by the Presbytery for a stated period of time up to one year in length. This status is temporary and differs from ordination in that it lasts only the duration of the assignment to which the CRE was commissioned. (G-2.1002) The particular duties within a commission will be established by the Presbytery and overseen or adjusted by the COM as needed. These commissions will be reviewed annually by the COM. (G-2.1001) If the review is favorable, the commission may be renewed for another year at the request of the congregation and the concurrence of the COM. The commission and status of a CRE is valid only within the Presbytery and does not automatically transfer when a CRE changes churches or presbyteries.
5. Application and Preparation

The Committee on Preparation for Ministry (CPM) of the Presbytery of Prospect Hill will evaluate all applications of those wishing to serve as a CRE and will have oversight of their training, preparation, and process. The CPM will also evaluate the readiness of those in the process and recommend those who are considered ready to serve to the Committee on Ministry.
6. Admission Requirements:
 - a. Have a college degree or equivalent (unless granted an exception by the CPM)
 - b. The Applicant CRE will be a Ruling Elder in good standing of the Presbyterian Church (U.S.A.) and Prospect Hill Presbytery for one year with faithful, regular, participation in worship and the life of the church prior to admission.

- c. The Applicant CRE will have a written recommendation from the session of congregation of his or her membership.
- d. The Applicant CRE will have two additional written recommendations from non-family persons (one being from their current or former pastor) who can attest to the applicant's faith journey and sense of call.
- e. The Applicant CRE will complete an application to include statements on:
 - i. Personal faith;
 - ii. Sense of call;
 - iii. What it means to be a Presbyterian; and
 - iv. What gifts and skills they bring to the church which reflect on the reformed tradition.

7. Process:

- a. The CPM will process all applications from persons desiring to seek commissioning as a CRE.
- b. The CPM or approved representative will meet with each applicant prior to admission.
- c. The CPM will assign a committee member to be a liaison with the Applicant CRE.
- d. The CPM will meet with each Applicant CRE for at least an annual evaluation during his or her training to assist them in discerning and formation for their call. All written materials for the annual evaluation must be submitted no later than one week before the Applicant CRE's meeting with the CPM.
- e. Applicants for CRE will participate in an individual/group session sponsored by CPM to evaluate psychological and leadership issues associated with pastoral roles before consideration by CPM for Eligible CRE.
- f. The CPM will meet with each Applicant CRE for a final examination prior to recommending their commissioning to the COM.

8. Preparation; Course of Study

- a. The Applicant CRE will satisfactorily complete the course of study outlined in the CRE Academy by the Presbytery of Prospect Hill or an alternative acceptable to the CPM.
- b. The Applicant CRE must select one paper or written project reflective of that year's academic work and submit it to the CPM for consideration at least prior to the annual examination.
- c. Requests for equivalency based on prior experience or education will be considered by the CPM.

9. Criteria to be certified as Eligible for Commissioning

In addition to the completion of requirements listed previously:

- a. Eligible CREs will have completed 2 years as an Applicant CRE.
- b. Eligible CREs will meet with the CPM for the purpose of a final theological and readiness examination. Prior to this meeting the Applicant CRE will write/preach a sermon and provide a one-page Statement of Faith. The Statement of Faith should be an exposition of what the candidate believes, incorporating aspects of their faith experience, as well as reflecting their understanding of the Reformed Tradition. The following areas should be included but not limited to in the statement.

—God

—Jesus Christ

- The Holy Spirit
- Atonement
- The Sacraments
- The authority of Scripture
- The nature and mission of the Church
- Discipleship

(The CPM has authority to make exceptions to these procedures and adjust or add to them as necessary.)

10. COM Requirements for Eligible CREs

Upon satisfactory completion of the preparation process as determined by the CPM, eligible CREs will meet with the COM to present their statement of faith, be examined for readiness to serve as a Commissioned Ruling Elder and to request certification as an eligible CRE. At this point all active and eligible CREs will be, and continue to be, under the oversight of the Commission on Ministry.

a. Qualifications

Those expressing a desire to serve the Presbytery as a CRE should demonstrate the following credentials by the end of their preparation period;

- i. Show competency in both the content and interpretation of Scripture, particularly as it pertains to preaching and teaching.
- ii. Demonstrate a working understanding of Presbyterian theology, polity, history, sacraments, doctrine and governance.
- iii. Demonstrate an understanding of the role, functions, and limits of a CRE within the church and Presbytery.

b. Requirements (G-2.1002)

The following will be required of those wishing to serve within the Presbytery of Prospect Hill as a CRE;

- i. Be approved for service by the Committee on Preparation for Ministry and meet any and all requirements of their process.
- ii. Meet with the Commission on Ministry for an interview/examination. This shall include the presentation of a written statement of faith. This shall take place before any placement can be made.
- iii. To meet at least quarterly with a liaison or mentor appointed by the COM.
- iv. Approval of a particular commissioned call by the Presbytery.
- v. Examination by the Presbytery of Prospect Hill prior to initial commissioning.
- vi. Preparation of an annual ministry report to be submitted to the COM summarizing the previous 12 months of service.

11. Commissioning. A Commissioning Service will take place at a meeting of Prospect Hill Presbytery under the direction of the COM. (G-2.1003)

12. Oversight

The COM will select/approve a mentor for each Commissioned CRE

- a. The Mentor shall not be the applicant's pastor
- b. The Mentor must be an Ordained Minister of the Word and Sacrament in the Presbyterian Church (U.S.A.).
- c. The Mentor shall be a member of the Presbytery of Prospect Hill.

The ongoing work of a CRE shall be overseen and evaluated by the COM in conjunction with the CRE, the congregation or organization being served, the CRE's mentor or liaison, and any other parties deemed necessary by the COM. This will happen at least annually and can be scheduled more often if the COM feels a need for more regular or additional oversight. (G-2.1004)

13. Continuing Education

Because ministry is an endless challenge, no person can ever be fully qualified. Thus, it is vital that every person involved in ministry leadership seek to improve their skills, understanding, knowledge, and effectiveness regularly. CREs will be expected to engage in continuing education at least at the level of personal study and preferably by participating in classes or conferences designed to provide growth in ministry. As a part of his or her annual evaluation, a CRE will be required to share a summary of their continuing education over the past year.

Approved by COM 9/12/2017

Approved by CPM 9/12/2017

APPENDIX II - Records Retention Policy

This refers to physical rather than electronic records.

Types	Retention Period
Minutes and reports of all councils of presbytery	permanent
Bylaws/charters	permanent
Incorporation records	permanent
Inquirers, candidates, ministers files	permanent
<u>Records of dissolved congregations:</u> Minutes, registers, charters, articles of incorporation, property records, etc.	permanent
Legal/judicial case records	permanent
Subject files: correspondence, minutes, or other records surrounding subject matter of continuing administrative or legal value, or comprising information on the mission, vision, and actions of the body	permanent
Annual reports	permanent

Annual budgets	permanent
Annual audits	permanent
Annual financial statements	permanent
Manuals/handbooks	permanent
Newspapers/newsletters	permanent
Brochures/promotional material (1 copy)	permanent
Photographs	permanent
Architectural drawings, plats, plans, blueprints	permanent
Wills, bequests	permanent
Loan agreements	satisfaction + 20 years
Property appraisals, records of sale	20 years after sale
Employee records	employment + 7 years
Contracts	active + 6 years
Accounts payable	7 years
Accounts payable invoices	7 years
Accounts receivable records	7 years
Bank statements	7 years
Canceled checks	7 years

Cash receipt records	7 years
Expense reports	7 years
FICA / W2 records	7 years
Payroll records	7 years
Petty cash records	7 years
Receipts of purchases	7 years
Bank deposit slips	3 years
General/routine correspondence (acknowledgments, requests, travel arrangements, etc.)	3 years
Travel plans/arrangements	3 years
Periodic financial statements	2 years
Data for updating mailing lists	1 year
Invitations	1 year
Meeting notices	1 year
Mailing lists	active
Reference/resource material	active

APPENDIX III - Seeking to be Faithful Together: Guidelines for Presbyterians During Times of Disagreement

In a spirit of trust and love, we promise we will...

1. Treat each other respectfully so as to build trust, believing that we all desire to be faithful to Jesus the Christ:
 - a. We will keep our conversations and communications open for candid and forthright exchange,
 - b. We will not ask questions or make statements in a way which will intimidate or judge others.
2. Learn about various positions on the topic of disagreement.
3. State what we think we heard and ask for clarification before responding, in an effort to be sure we understand each other.
4. Share our concerns directly with individuals or groups with whom we have disagreements in a spirit of love and respect in keeping with Jesus' teaching.
5. Focus on ideas and suggestions instead of questioning people's motives, intelligence or integrity
 - a. We will not engage in name-calling or labeling of others prior to, during, or following discussion.
6. Share our personal experiences about the subject of disagreement so that others may more fully understand our concerns.
7. Indicate where we agree with those of other viewpoints as well as where we disagree.
8. Seek to stay in community with each other though the discussion may be vigorous and full of tension;
 - a. We will be ready to forgive and be forgiven
9. Follow these additional guidelines when we meet in decision-making bodies:
 - a. Urge persons of various points of view to speak and promise to listen to these positions seriously;
 - b. Seek conclusions informed by our points of agreement;
 - c. Be sensitive to the feelings and concerns of those who do not agree with the majority and respect their rights of conscience;
 - d. Abide by the decisions of the majority, and if we disagree with it and wish to change it, work for that change in ways which are consistent with these guidelines.
10. Include our disagreements in our prayers, not praying for the triumph of our viewpoints, but seeking God's grace to listen attentively, to speak clearly, and to remain open to the vision God holds for all.

John Wesley on Christian Unity:

But although a difference in opinions or modes of expression may prevent an entire union; yet need it prevent our union in affection? Though we cannot think alike, may we not love alike? May we not be of one heart, though we are not of one opinion? Without all doubt, we may. Herein all the children of God may unite, notwithstanding these smaller differences. These remaining as they are, they may forward one another in love and in good work

(from his sermon on the Catholic Spirit, quoted in *Visual Leadership* by Rob Weber, p.120)

Adopted by the 204th General Assembly (1992) of the Presbyterian Church (U.S.A.) for use by presbyteries

APPENDIX IV - The Presbytery of Prospect Hill Sexual Misconduct Policy

INTRODUCTION

Our faith in Jesus Christ and Holy Scripture calls us to standards of responsible conduct in all of life, including sexual behavior. Human sexuality is an integral part of who we are. It can, however, become the central element within oppressive contexts in which trust relationships are breached and persons are abused. The Presbytery of Prospect Hill endeavors to promote the peace, unity, and purity of the Church by preventing sexual misconduct through the maintenance of professional and ethical behaviors consistent with the Reformed tradition and by adjudicating sexual misconduct according to the procedures of and in conformity with church law.

PURPOSES OF THIS POLICY

The purposes for which this policy is written and affirmed by the Presbytery of Prospect Hill include:

1. To work to safeguard the Church's members and staff within the Presbytery of Prospect Hill from abuse through any form of sexual misconduct.
2. To seek justice by assuring the effectiveness of the Presbyterian Church (U.S.A.)'s administrative, investigative, and judicial processes in determining truth, protecting the innocent, and in dealing appropriately with those who victimize others.
3. To promote healing of all persons against which, and congregations in which, sexual misconduct has occurred.

OPERATIVE DEFINITION OF SEXUAL MISCONDUCT

Sexual misconduct is the comprehensive term used in this policy to include: sexual abuse of children or adults, rape or sexual assault, and sexual harassment. Sexual misconduct constitutes an abuse of authority and power, breaching Christian ethical principles by misusing a trust relationship to gain advantage over another for personal gratification in an abusive, exploitative and unjust manner. Categories of sexual misconduct are explicated below.

1. **Sexual abuse** occurs whenever a person in a position of trust or authority engages in a sexual act or sexual contact with another person to whom he or she owes a professional responsibility. Such abuse shall include, but not be limited to, the following:
 - a. Sexual acts or sexual contact with a minor.
 - b. Sexual acts or sexual contact involving inducement, threat, coercion, force, violence, or intimidation of another person.
 - c. Sexual acts or contact between ministers and anyone with whom they have a pastoral relationship, *even if such acts or contact are consensual.*

- d. Sexual acts or sexual contact with another person who is incapable of appraising the nature of the conduct or physically incapable of declining participation in, or communicating unwillingness to engage in, sexual acts or sexual contact.
 - e. Sexual acts or sexual contact arising from the administration to another person of a drug or intoxicant that substantially impairs the ability of that person to appraise or control the nature of the conduct.
2. **Child sexual abuse** includes, but is not limited to, any contact or interaction between a child and an adult when the child is being used for the sexual stimulation of the adult person or of a third person. This behavior may or may not involve touching. Child sexual abuse between an adult and a child is always considered forced whether or not consented to by the child. *Child sexual abuse is a crime in all states and must be reported to civil authorities.*
3. **Rape or sexual assault** is a crime in all states and should be reported to civil authorities and to the Stated Clerk of the Presbytery. The Federal Criminal Code of 1986 (Title 18, Chapter 109A, Sections 2241-2233) does not use the term rape, but uses the term *aggravated sexual abuse* to define what is typically described as rape. Two types of *aggravated sexual abuse* are identified: (a) aggravated sexual abuse by force or threat of force, and (b) aggravated sexual abuse by other means. *Aggravated sexual abuse by force or threat of force* is defined as follows: when a person knowingly causes another person to engage in a sexual act, or attempts to do so, by using force against that person, or by threatening or placing that person in fear that that person will be subjected to death, serious bodily injury, or kidnapping. *Aggravated sexual abuse by other means* is defined as follows: when a person knowingly renders another person unconscious and thereby engages in a sexual act with that other person; or administers to another person by force or threat of force without the knowledge or permission of that person, a drug, intoxicant, or similar substance and thereby (a) substantially impairs the ability of that person to appraise or control conduct and (b) engages in a sexual act with that person.
4. **Sexual harassment** includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexually offensive nature when:
- a. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment or their continued status in an institution;
 - b. Submission to or rejection of such conduct by an individual is the basis for employment decisions affecting that individual; or
 - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, or offensive working environment. Sexual harassment can consist of a single, intense or severe act, or multiple, persistent or persuasive acts. Sexual harassment may include, but is not limited to:
 - i. Sexually-oriented jokes or humor
 - ii. Sexually demeaning comments
 - iii. Verbal suggestions of sexual involvement or sexual activity
 - iv. Questions or comments about sexual behavior
 - v. Unwelcome or inappropriate physical contact
 - vi. Graphic or degrading comments about an individual's physical appearance
 - vii. Express or implied sexual advances or propositions

- viii. Display of sexually suggestive objects or pictures
- ix. Repeated requests for social engagements after an individual refuses.

PRESBYTERY POLICY STATEMENT ON SEXUAL MISCONDUCT

1. Sexual misconduct is never permissible. It is a violation of the principles set forth in Scripture and constitutes a refutation of ordination vows and standards of ministry, as well as of pastoral, employment, and professional relationships.
2. The Presbytery of Prospect Hill shall educate ministers and ministerial candidates in an understanding of sexual misconduct so that they may avoid such conduct. All minister members shall be required to attend training offered by the Presbytery concerning the nature and prevention of sexual misconduct.
3. The Presbytery of Prospect Hill shall not approve calls that involve pastoral responsibilities for a permanent ministerial member who has been convicted of sexual misconduct by a church or a secular court.
4. Whereas this policy addresses sexual misconduct by ministers, each congregation and organization in the Presbytery of Prospect Hill is responsible for developing a sexual misconduct policy consistent with this document for church professionals, officers, members, non-member employees, and volunteers.

RESPONSIBILITIES OF THE PRESBYTERY

To address sexual misconduct, the Presbytery of Prospect Hill bears responsibility for the following duties:

1. Establishment of a Sexual Misconduct Response Committee.
2. Transmission of mandated reports to
 - a. Insurance carriers,
 - b. Appropriate local, state, or federal authorities, if the allegations involve the abuse of a minor child or other criminal behavior,
 - c. The Presbytery's Sexual Misconduct Response Committee.
3. Consultation with the Sexual Misconduct Response Committee to meet the reasonable needs of the person(s) involved.
4. Collaboration with the Commission on Ministry (COM) and other relevant parties to meet the needs of the affected congregation(s).
5. Initiation of mediation and/or the judicial process under the provisions stated in *The Book of Order: Rules of Discipline*.
6. Work with the Sexual Misconduct Response Committee in setting annual ongoing educational events for the Presbytery and its members concerning sexual misconduct and appropriate ministerial relations.

RESPONSIBILITIES OF THE SEXUAL MISCONDUCT RESPONSE COMMITTEE

1. Work with the Stated Clerk and, when appropriate, moderator(s) of appropriate Presbytery committees in contacting the accuser and alleged victim(s) and family(ies) to secure resources for meeting the reasonable needs of the accuser, victim and family(ies). If the Stated Clerk is accused of sexual misconduct, the Presbytery shall contract with the Stated Clerk of another presbytery to staff the Sexual Misconduct Response Committee.

2. Contact the accused and family(ies) to secure resources for meeting the reasonable needs of the accused and family(ies).
3. Work with the Administrative Executive to provide annual and ongoing educational events concerning sexual misconduct and appropriate ministerial relations.

IMPLEMENTATION OF SEXUAL MISCONDUCT POLICY FOR THE PRESBYTERY OF PROSPECT HILL

Availability of Policy and Procedures

Each current and future minister working within the bounds of the Presbytery of Prospect Hill shall be provided a copy of the Sexual Misconduct Policy and shall be required to sign an acknowledgement of receipt, which shall be placed in their personnel file. All Presbytery employees shall receive a copy the Sexual Misconduct Policy as a supplement to the Presbytery personnel policies. This policy document shall also be available to all church members and to members of the public upon written request to the Stated Clerk.

Resource Documents

The responsibilities, structures, and procedures for responding to allegations of sexual misconduct are mandated by *The Book of Order*. Specifically, *The Book of Order* details the role of the Presbytery in “warning and bearing witness against error in doctrine and immorality in practice within its bounds; and serving in judicial matters in accordance with the Rules of Discipline.” (G-3.0301c) as well as the role of an Investigating Committee (D-10.0103, D-10.0200).

Liability and Insurance

The Presbytery of Prospect Hill will include in every employee’s personnel file (including all current and future ministers) the employee information sheet, the Pastor Personal Information Form or similar application for employment with employment history, any employment questionnaires, reference responses, and other documents related to this policy, including the signed form indicating receipt of the Sexual Misconduct Policy (which form is included in this Appendix IV).

MANAGEMENT OF ALLEGATIONS OF SEXUAL MISCONDUCT

Disciplinary Process

All allegations of sexual misconduct will be investigated using appropriate processes. In cases of members under the jurisdiction of the Presbytery of Prospect Hill, judicial process as provided in *The Book of Order: Rules of Discipline* will be followed. In cases involving employees, the provisions of the Personnel Policy will be followed. For employees who are members of the Presbytery, both personnel policy and disciplinary process will apply.

Judicial Process

As a part of the allegation process, if the Stated Clerk receives written allegations as provided in D-10.0103, the Stated Clerk shall inform the Moderator of the Presbytery and convene an Investigating Committee as soon as possible. The Investigating Committee shall conduct its investigation in accordance with D-10.0200.

Administrative Process

Following an accusation of misconduct against a staff member of the Presbytery of Prospect Hill, the Personnel Commission shall consult with the accuser, the accused, and any other involved parties (e.g., staff, presbytery units, or other governing bodies) first to determine if administrative leave for the accused is warranted. If the staff member is under the jurisdiction of Presbytery, the Personnel Commission (through the Stated Clerk) shall then refer the matter to an Investigating Committee. If the staff person is not under the jurisdiction of the Presbytery, the Personnel Commission shall then investigate and may make a recommendation to the Presbytery for resolution of the issue and possible termination of employment. The Presbytery may proceed in its judgment under G-2.0904 or may employ its Personnel Policy.

If the Stated Clerk is the accused and is a member of the Presbytery of Prospect Hill, the Moderator, in conjunction with the Personnel Commission, shall place the Clerk on administrative leave and appoint a Clerk *Pro Tem* to fulfill the responsibilities of the Clerk until the matter is resolved.

If the Stated Clerk is the accused and is *not* a member of the Presbytery of Prospect Hill, the charges will be filed with the Clerk's presbytery of membership, and the Moderator, in conjunction with the Personnel Commission, shall place the Clerk on administrative leave and appoint a Clerk *Pro Tem* to fulfill the responsibilities of the Clerk until the matter is resolved.

Reporting Sexual Misconduct to the Presbytery of Prospect Hill

Known or strongly suspected sexual misconduct by a minister member shall be reported to the Stated Clerk of the Presbytery of Prospect Hill and to other civil authorities where required. Sexual misconduct involving children shall be reported to civil authorities and to any applicable related church entity (e.g., the Session of a congregation) as well as to the Stated Clerk. Ministers are subject to inquiry and discipline under *The Book of Order: Rules of Discipline*. As required, a final report, including any charges filed and actions taken, shall be made by the Stated Clerk of the Presbytery. A copy of the report will be filed in the permanent personnel file of the accused. A written complaint to the Stated Clerk alleging sexual misconduct by a minister member of the Presbytery subjects that minister member to any applicable provisions of the Presbytery of Prospect Hill administrative leave policy and to any administration of applicable policies in consultation with the Commission on Ministry. A minister member may make a written confession of misconduct without a victim complaint being transmitted to the Stated Clerk. The Stated Clerk shall then proceed with the disciplinary process according to the provisions of *The Book of Order: Rules of Discipline*.

Pastoral Care of Accusers and Victims

Presbytery Liaison is the person, appropriately trained in the issues of sexual misconduct, who provides support, and emotional and physical presence to one of the following: the alleged victim(s) and family(ies), the accused, family members of the accused, or the congregation involved in a sexual misconduct case. In consultation with the Stated Clerk, the

Liaison may provide clarification of the investigative and judicial processes of the church to the persons with whom he or she provides support. The role of the Liaison does not include advocacy. He or she may not speak for the alleged victim or the accused. The Liaison may accompany the person to whom he or she provides support to meetings of presbytery entities when that person is testifying. In this circumstance, the Liaison's role is to provide physical presence.

PRESBYTERY STRATEGIES FOR PREVENTION OF SEXUAL MISCONDUCT

Education

The Presbytery of Prospect Hill maintains a commitment to offer, provide resources for, and publicize educational opportunities to prevent sexual misconduct in the church. Presbytery staff, ministers, ministerial candidates, and all persons and committees working with the issue (including local congregations) will be invited to read the resources and attend sexual misconduct prevention educational events. All minister members of the Presbytery are required to attend annual educational programming on the current Sexual Misconduct Policy offered by the Presbytery of Prospect Hill, and each time that policy is substantially amended.

Pre-Employment Screening

Pre-employment screening shall include specific inquiry into previous complaints of sexual misconduct. The Commission on Ministry shall review Part VI, Sexual Misconduct Information, of the Presbyterian Church (U.S.A.) Personal Information Form when interviewing persons seeking ministerial calls. The Administrative Executive is responsible for conducting reference checks through the Synod Executive, presbytery leaders directly knowledgeable about the individual, seminary liaisons, or other authorized persons with directly relevant knowledge to ascertain whether the applicant/candidate has any history of sexual misconduct. The Administrative Executive shall report to the Commission on Ministry and/or the Committee on Preparation for Ministry either that there was no reported sexual misconduct, or that the appropriate body should inquire into reported sexual misconduct. A written record of conversations and correspondence with references will be kept in the minister's/employee's permanent personnel file.

All persons within the Presbytery authorized to give references are obligated to provide truthful information regarding complaints, inquiries, and administrative or disciplinary action related to sexual misconduct by individuals employed by or who hold membership in the Presbytery. Applicants shall be given an opportunity to correct or respond to information regarding sexual misconduct obtained from reference checks.

GLOSSARY OF TERMS

Accused is the person or persons against whom a claim of sexual misconduct is being made.

Accuser is the person or persons claiming knowledge of sexual misconduct by a person covered by this policy. The accuser may also be the victim.

Victim is the person or persons claiming to have been the subject of sexual misconduct by a person covered under this policy. The victim may also be the accuser.

Mandated Reporter, as legally defined by the State of Iowa, is a person who is required to report any and all suspected incidents of child abuse, including child sexual abuse, that come to their attention. State law shall be consulted as to the current specific definition of this mandate to determine when persons having knowledge of such abuse become “mandated reporters” in a legal sense and the current specific list of professions whose members are to report child abuse.

ACKNOWLEDGEMENT FORM

Sexual Misconduct Policy The Presbytery of Prospect Hill

This Acknowledgement Form to the Sexual Misconduct Policy of the Presbytery of Prospect Hill is to be signed by all candidates, ministers, employees and volunteers of the presbytery.

By signing this Acknowledgement Form you acknowledge that you have received, have read, and understand the Sexual Misconduct Policy of the Presbytery of Prospect Hill and the Guidelines for Ministerial Conduct as stated in *Standards of Ethical Conduct* (Approved by the 210th General Assembly (1998) of the Presbyterian Church (U.S.A.)).

Signed:_____

Date:_____

This document will be placed in your permanent personnel file. Forms for presbytery volunteers will be kept by the Stated Clerk in a confidential file.

Employee/Volunteer Questionnaire

**Sexual Misconduct Policy
The Presbytery of Prospect Hill
(Confidential)**

Name_____ Social Security #_____

Street Address_____

City_____ State_____ Zip Code_____

Telephone Number (home)_____ (cell)_____

Emergency Contact_____ Telephone_____

Date of Birth_____ Place of Birth_____

All other names by which you have been known_____

Most recent addresses other than current:

_____ From_____ to _____

_____ From_____ to _____

Is your name currently listed on a registry for sexual offenders? Yes No

If yes, where and since what date?_____

1. _____ I certify by the signature below that no civil, criminal, or church complaint is pending or has ever been sustained against me for sexual misconduct, and that I have never resigned or been terminated from a position for reasons related to sexual misconduct.

OR

_____ I am unable to make the above certification. I offer, instead, the following description of the complaint, termination, or outcome of the situation with explanatory comments.

(Please use the back of this form or additional sheets, if necessary)

2. _____ **I grant my permission for the Presbytery of Prospect Hill to contact primary and secondary references, and to secure criminal records and credit history as needed.**

Signed _____ Date _____

Syllabus for Annual Sexual Misconduct Workshop

The Presbytery of Prospect Hill will offer a workshop on sexual misconduct to all minister, employees, and volunteers new to the presbytery on an annual basis.

The content of the workshop will include at least the following, and may address specific relevant issues:

- The General Assembly's statements on ethical behavior for members, volunteers, employees, and ordained officers
- Why the Presbytery of Prospect Hill maintains a sexual misconduct policy
- What the policy does and does not say—how the policy should be interpreted
- Why each congregation needs to establish its own sexual misconduct policy and procedures
- Model congregational policies
- Why each congregation needs to maintain its own liability insurance for misconduct

APPENDIX V - Simplified Special Rules of Order and Standing Rules for Electronic Meetings Using Zoom or other Video Conferencing Technology

The following Special and Standing Rules are applicable to meetings of the Presbytery when holding meetings utilizing electronic meeting technology:

1. Unless the meeting is an otherwise in person meeting to which one or more participants are joined electronically, participants are required to join the meeting on individual devices (one person, one device).
2. Participants are encouraged to join the meeting on a desktop or laptop computer. The following are requirements for such computers:
 - a. High speed internet access.
 - b. Sound output device. While speakers are allowed, this will preferably be a headset, earbuds, or
 - c. Bluetooth device that delivers the sound directly to the participant's ear rather than into an open room.

- d. Microphone device.
 - e. Webcam (optional).
3. If joining by computer is not possible, a tablet or smart phone may be used, using the free “Zoom” app, available from the device’s app store. Regarding audio/visual devices, the same requirements and preferences exist as for computers.
 4. Only if joining by one or the other of the above options is impossible, participants may dial into the meeting using either a traditional or cellular phone.
 5. Upon entering the meeting, those on computers or smart phones/devices will click on the word “participants” at the bottom of their screens to see a list of participants and have access to the “raise hand” icon (at the bottom of the participant list), and then click on the word “chat” to see a participant chat. They will then click on the word “mute” on the main screen, and then raise their hands, to seek recognition. When called upon by a meeting host, they will unmute their microphones and click on the camera icon to turn on their webcams, if using. Once “checked-in” to the meeting, they will turn off their webcams and mute their microphones.
 6. Those entering the meeting via a traditional phone call will enter “*9” on their keypads, which activates the “raise hand” beside their phone number which is displayed in the participant list. When a host calls out their phone number, they will identify themselves by stating their full name.
 7. The raise hand feature will be used both for seeking recognition and voting. Please only raise your hand for those purposes. The hosts are responsible for lowering hands. Please do not lower your own hand. When multiple participants are seeking recognition, once the Moderator has called on someone, all other hands raised will be lowered. If you have an “interrupting motion” (a point of order, a request for preference in recognition, etc.), raise your hand again after it has been lowered by a host. If you are not immediately recognized, you may unmute your microphone and say “Mr/Madam Moderator.”
 8. If you have a motion to make other than a procedural motion, it should be entered in writing into the participant “chat,” after which you should seek recognition. When called upon, you should note that the motion is in the chat, and move it.
 9. A vote taken by means of raise hand is a “division,” not a “counted vote” – meaning that the chair will quickly scroll through the list of participants for a sense of how many have voted first in favor, and then against the motion, and rule which side has it. If the chair is uncertain, he or she may order a counted vote – or a member may move that a counted vote be taken (a motion for a counted vote must be seconded, is not debatable, and requires a majority vote).

APPENDIX VI - Social Media Policy

Social media has become a normal, integral part of society, and covers an ever-evolving collection of programs and devices like Twitter, Instagram, email, texting and Facebook. It might be tempting to dismiss these technologies as tangential to the Presbytery and to our congregations and churches. While they can be ignored, banned, or acknowledged, what we can't do is to expect that social media is not a normal part of life for most of our members, and for those outside social media "friends" of our Presbytery and congregational members. Social media is not a fad – it is a fundamental shift in the way we communicate.

Location or familiarity no longer defines the number or immediacy of those with whom we are in communication. Social media gives people a chance to share ideas and think aloud with multiple communities. People engaging in social media are potentially listening to, talking, and reflecting with many people at the same time, many of whom may come from different experiences, cultures, practices, and beliefs, on any number of topics. Being present with someone engaging in social media does not necessarily mean that you are the person getting their primary attention. And in some ways, in contrast with this shift in the way we communicate, are the principles of Presbyterian polity and governance.

A major affirmation of our faithfulness together is a trust in the power of discernment when people gather to speak and listen to each other and to the voice of the Holy Spirit. Our Presbytery, Presbytery office staff, churches, congregations, and committees are clearly defined in membership and Reformed theology. The guiding principle for using social media within this context is to be attentive and present to the community gathered immediately around us, the breadth of acceptable practice and position, and to the mysterious and wondrous movement of the Spirit of Christ in our ministries. Whatever our thumbs may be doing, our work calls us to respectfully engage our hearts with each other in every moment.

Policy of the Presbytery

1. Sharing positive messages, as in an invitation to an event or worship service, or a celebration, are encouraged!
2. Staff and members of Presbytery may not speak on behalf of the Presbytery, or list affiliation with the Presbytery in a public opinion statement, without prior permission from the Administrative Executive.
3. Staff and members of congregations may not speak on behalf of the congregation, or list affiliation with the congregation in a public opinion statement, without prior permission from the Session.
4. Staff and members of both Presbytery and individual congregations should be clear when they are authorized to speak on behalf of their respective institutions and when they are sharing personal opinions. In situations where there may be confusion between speaking in a personal and professional voice, a clear disclaimer is strongly encouraged.
5. Please remember that in many cases you are already publicly identified with your church or the Presbytery, and be mindful that even with a disclaimer you may be seen as representing that entity.

6. Staff and members shall pursue any necessary conflict resolution by bringing negative feedback directly to the Presbytery or church rather than drawing attention to it indirectly on social media.
7. The social media sites of the Presbytery are administered from the office of the Presbytery or with permission of the Presbytery.

Please also refer to the Presbytery of Prospect Hill Social Media Guidelines (below) for best practices and guidance on implementation of this policy.

APPENDIX VII - Social Media Guidelines

Please refer to the Presbytery of Prospect Hill's Social Media Policy for requirements in communication and social media. Below are best practices and guidance in the implementation of that policy. If there are questions, please contact the Office of the Presbytery or Administrative Executive.

Commonly Accepted Principles of Healthy Boundaries and Safe Church

1. Remember that anything you write can be copied and distributed, and mis-attributed as the opinion of an institution instead of just the individual.
2. All clergy, adults engaged in ministry with youth or committees, Session members, and Presbytery staff should consider the content and nature of any post. Your voice is often considered the voice of the church and Presbytery.
3. It is important to remember that you are holding out a public witness in your personal life, so please should be careful and prudent on your personal social networking communications. As appropriate, particularly when discussing ministry related issues, you should let it be known that private personal postings are your own opinions and not that of the congregation or Presbytery.
4. Help protect staff and members from fraud.
5. Make sure that church staff and volunteer leaders are using church computers appropriately.

Power Bases

1. Adults have more power than children and youth.
2. Clergy have more power than people with whom they have a pastoral relationship.
3. The mutuality of friendship cannot exist when there is a disparity of power.
4. Two unrelated adults must be able to maintain visual contact with each other any time they engage in ministry with children or youth.
5. Windows in doors allow transparency of interactions with children, youth and adults who may be vulnerable.

General Information about Digital Communications

1. All communication sent digitally (email, social networking sites, notes or posts, etc.) is NOT CONFIDENTIAL and may be shared or reposted to others.
2. Interactions in the virtual world need to be transparent, as a window in the door provides transparency in the physical world.
3. In the virtual world healthy boundaries and safe church practices must be adhered to as they are in the physical world.
4. In the virtual world, “friend” can mean anyone with whom you are willing to communicate through that medium, and friend-of-a-friend may also have access to your communication, regardless of the presence of a shared ideology.
5. Laws regarding mandated reporting of suspected abuse/neglect/exploitation of children, youth, elders and vulnerable adults apply in the virtual world as they do in the physical world.

Recommended Practices and Guidelines for Interactions with Children and Youth

Social Networking Sites-Relationships

1. Adults who minister to children and youth are strongly encouraged to set very stringent privacy settings on any social networking profile.
2. Individual personal profiles are to be used to interact with real friends, family and peers.
3. Adults should not submit “friend” requests to minors or youth. Youth may not be able to decline such requests due to the disparity of power between youth and adults.
4. Youth may ask to be “friends” and adults should discern the level of contact they want to maintain with youth prior to responding to these requests.
5. If an adult chooses to accept friend requests from minors or youth who are associated with their community of faith, other adult leaders must have full access to all aspects of that adult’s profile and correspondence.
6. Adults who want to connect via a social networking website with youth to whom they minister are strongly encouraged to set up a closed group account that youth may join.
7. Youth requesting to “friend” an adult can then be invited to join this group rather than be accepted as a friend on an adult’s personal profile account.
8. The purpose of these two separate accounts/profiles is to create a line of privacy and maintain healthy boundaries with youth and real family, friends and colleagues.
9. Any material on any site (whether affiliated with the church or not) that raises suspicion that a child has been or will be abused/neglected/exploited should be immediately reported to the clergy and/or Child Protective Services (CPS) in the state in which the child resides. If the material is on a church affiliated site, that material should be documented for church records and then removed from the site after consultation with CPS/police.

Groups on Social Networking Sites

1. Groups should have at least two unrelated adult administrators as well as at least two youth.
2. Closed groups, but not “hidden” groups, should be used for youth groups.
3. Invitations to youth to join the group should be made by youth administrators, unless a youth previously asked an adult administrator to invite him/her to join the group.

4. Behavioral covenants should be created to govern what content is appropriate and inappropriate for an online youth group.
5. Any material on any site (whether affiliated with the church or not) that raises suspicion that a child has been or will be abused/neglected/exploited should be immediately reported to the clergy and/or Child Protective Services. If the material is on a church affiliated site, that material should be documented for church records and then removed from the site after consultation with CPS/police.
6. Inappropriate material that does not raise suspicion that a child has been or will be abused/neglected/exploited should immediately be removed from the site.
7. Any content that details inappropriate behavior (outside of the bounds of the established behavioral covenant) during a church sponsored event or activity should be addressed by adult youth leaders and parents.
8. Social networking groups for youth should be open to parents of current members.
9. Parents should be informed that the content of youth pages or groups that are not sponsored by the church are NOT within the purview of adult youth leaders.
10. Adult leaders of youth groups and former youth members who, due to departure, removal from position, or are no longer eligible because they “aged-out” of a program should be immediately removed from digital communication with youth groups via social networking sites, list serves, etc.

Recommended Practices and Guidelines for Interactions with Adults

Social Networking Sites-Relationship

1. Clergy are strongly encouraged to set very stringent privacy settings on any social networking profile to shield both adult and youth members from viewing content that may be inappropriate.
2. Individual personal profiles of clergy should be used to interact with real friends, family and peers.
3. Clergy should consider whether to submit “friend” requests to congregants and others to whom they minister. The disparity of power may not give the other person the ability to decline such request.
4. Clergy who want to connect via a social networking website with congregants are strongly encouraged to set up a group account that all congregants may join. The purpose of having a personal profile and church group is to create a line of privacy and maintain healthy boundaries with congregants and real family, friends and colleagues.
5. Clergy should consider the impact of declining a “friend” request from congregants. These encounters may create a tension in “real world” relationships. Clergy can direct “friend” requests from congregants to the church’s group page.
6. Clergy who work directly with youth are encouraged to establish church sponsored digital communications groups to maintain contact with youth members.
7. When a pastor’s ministry at a church or other ministry setting ends, the pastor should consider removing congregants as “friends” or contacts in all forms of digital communications.

Recommendations for Digital Communications and Content

Behavioral Covenants

1. Covenants should acknowledge that materials posted on church sponsored sites (and/or group pages) are NOT CONFIDENTIAL.
2. Covenants should acknowledge that content deemed inappropriate will be removed from the site or group page.
3. Covenants for communities of faith should address the following issues:
 - a. Appropriate language
 - b. Eligibility of membership to join a social networking group. Things to consider include whether you have to be a member of a church or youth group and whether there are age requirements/restrictions for participation for youth groups.
 - c. Loss of eligibility of membership and removal from the social networking group. Consider how and when members will be removed from the group due to moving away, leaving the faith community, becoming too old for youth group, clergy leaving to minister to another church or exclusion from ministry positions for other reasons.
 - d. Who, how and when may photos be tagged (members identified by name; for example, individuals may tag themselves in photos but should not tag others)
 - e. Appropriate and inappropriate behavior of members (bullying, inappropriate content) and the consequence for inappropriate behavior.
 - f. Compliance with mandated reporting laws regarding suspected abuse.

Recommendations for Video Chats, Blogs or Video Blogs

1. Adults should refrain from initiating video chats with youth.
2. Participants in a video chat or blog should consider what will be shown in the video such as their surroundings, their clothing/state of dress, etc.
3. All transcripts of on-line text chats, video chats, blogs or video blogs should be saved when possible.

Recommendations for Publishing/Posting Content Online

1. Congregations must inform participants when they are being videoed because church buildings are not considered public space.
2. Any faith community that distributes video of its worship services or activities on the web or via other broadcast media MUST post signs that indicate the service will be broadcast.
3. All communities of faith should take care to secure signed media release forms from adults and guardians of minor children who will or may participate in activities that may be photographed or videoed for distribution outside a closed group.
4. Photos that are published on church sponsored public sites should not include name or contact information for minor children or youth.

Recommendations for Use of Email or Texting (Includes Twitter)

1. Email can be an appropriate and effective means of communicating basic factual information such as the time of an event, agenda for a meeting, text of a document, etc.
2. Email is not an appropriate communication method for matters that are pastorally or legally sensitive, emotionally charged or require extensive conversation.
3. If an email message is longer than a couple of sentences, then the matter might more properly be addressed via live conversation.
4. Humor and sarcasm can be easily misinterpreted in an email.
5. All email users should take a moment to consider the ramifications of their message before clicking on the “send” or “reply to all” button.

Best Practices to use Social Media Successfully

1. **Be responsive.** Set up notifications to be informed when someone posts to your page, and be prepared to respond quickly—within the hour if possible and certainly the same day—even during evenings or weekends. Get someone to cover for you if you expect to be unavailable. If you don’t know the answer, it is better to say “We will find out and get back to you” than to not answer at all.
2. **When controversial actions, events, or decisions are anticipated,** discuss with leadership what strategy and steps will be followed when someone posts or tweets about the issue in a critical way. Have church leadership decide who will respond to comments and when approval may be required.
3. **Dealing with negative comments.** While obvious spam posts can be deleted, comments should be allowed on blogs, Facebook pages, and other places. Do not automatically delete negative posts. Instead, respond kindly with accurate information. If the person wants to engage in a lengthy battle or appears to be promoting an agenda, just stop answering.
4. **Be responsible.** The fast pace and transparency of social media mean we will get things wrong sometimes. That is okay if you handle it gracefully, starting with acknowledging your error. If you make a mistake, admit it—be upfront and quick with your correction. What you write is ultimately your responsibility. Participation in social media on behalf of [CHURCH NAME] is not a right but a ministry, so please treat it seriously and with respect.
5. **Questions.** If the poster has specific questions about programs or policies, direct them to an email address for the person who can answer those questions, or to the private message function on your organization’s Facebook page. Also, notify the person whom you have identified as a point person for questions that this person will be contacting them and ask them to respond as quickly as they can to avoid any further public postings. Criticisms or questions are best answered in private, and every care should be taken to avoid a protracted comment battle.
6. **Page moderation.** On Facebook, in the administration portal, block users from posting comments with obscenities. You will find it under Settings and then Page Moderations.
7. **Display guidelines for comments on your page.** A good guideline for Facebook, YouTube and other social menu venues is to post something similar to this disclaimer in the bio or “about us” section: We welcome your thoughts in this space. We ask that you

be respectful in what you post and in your comments about other members of the community here. If you'd like to know more about us, visit our web site at [WEBSITE HERE].

8. **Use proper hashtags.** Never use a hashtag without first being sure you know the origins and proper use. Search online through www.hashtagify.me or other means to see if and how it's already being used on social media.
9. **Post context for links.** If you want to share a news story on Twitter, Facebook, etc., add a sentence or two that tells what the story is about, so potential readers will know what they're going to visit when they click on the link. Avoid lengthy posts. For example, a good length for a Facebook post is two to three sentences.
10. **Avoid acronyms.** They are difficult for readers to figure out.
11. **Do not use first-person-singular language on a page you manage.** Use "we" to refer to a group of people or the church by name, but do not use "I." There is no entity represented by a single person.
12. **Update your status regularly and strategically.** Social media channels should be updated frequently. You can use a free timing tool like hootsuite.com to schedule posts in advance to various social media channels for days you won't be working. If you use a scheduling tool, be aware of events in the larger world. If a major national news event has just occurred, posting about something completely unrelated is usually seen as a blunder.
13. **Use analytics to plan.** Based on your social media goals, track and measure people reached and/or impressions and engagement rate. These numbers will help gauge success and improve what types of content to post in the future.

Best Practices for Using Social Media to Promote Events

1. Do not create separate social media pages or accounts just for the event itself.
2. Pre-event planning:
 - a. Meet with the social media manager and/or church leadership six months prior to the event and again one month before the event starts to discuss goals and messaging.
 - b. Develop a web page early with information about the event. This is the place to refer people from Twitter, Facebook, etc.
 - c. Choose a hashtag for the event that is short and unique and use it on all posts in all social media. Hashtags make social media searchable. Search online through hashtagify.me to be sure your hashtag is not being used by anyone else. Adding a year to your hashtag is one way to help make it specific. Avoid generic hashtags (#presbyterian, #church) in favor of tags like #BigTent14, #GA221, #PYT13, etc.
 - d. Be responsive. As the event gets closer, be ready with answers to questions that people are likely to ask about the event.
 - e. Plan social media posts around early-bird dates, registration deadlines, and start dates and times.
 - f. Tag other churches or organizations that are involved with your event (when possible), so they can share your content and help you spread the word.

3. During the event:
 - a. Don't "overpost" on Facebook. Group photos in albums, so you don't flood the Facebook feed for people who may not be interested.
 - b. Post as soon as possible after a session ends. Very current content keeps followers engaged. Be sure to proofread carefully.
 - c. Use the names of people in photos as much as you can. Taking a photo of the badge of a person at a conference separate from their portrait is a good trick that helps you keep track of those involved. You may need their name later.
 - d. Tag photos of your Facebook friends to help spread the photos through social networks.
 - e. Live-tweet events, but not excessively. Pick up a few key points from each session and hashtag them with the event hashtag.
4. After the event:
 - a. Continue to post a few items for a short time to wrap up any loose ends.

Best Practices for Personal Social Media Usage

As staff of a church or the Presbytery, you are likely viewed by friends, family, and other followers as a representative of that institution.

1. Be transparent and honest about your identity, and you may want to say something like, "The views I express are not necessarily those of the [CHURCH NAME]."
2. Be accurate. Before posting, take a moment to Google a news story to be sure you have facts correct. Rely on mainstream, reputable news sources.
3. Be respectful. Long, drawn-out arguments on social media consume energy and cause emotions to flame. It is easy to become angry and post insults. This damages your reputation and the reputation of the [CHURCH NAME] and is best avoided.
4. Maintain confidentiality. Do not post confidential or inside information about the community members of [CHURCH NAME] or staff. In general, don't post anything about your work that you would not present at a conference.
5. Posting events, photos, videos. You may post about official [CHURCH NAME] events on your personal page, but the best practice for page administrators is to post on the organization's page first. You may share to your own personal page or create an entirely new post, but you should tag your organization's page when doing so. This will encourage more people to like and interact with your page.
6. Be aware of liability. You can be held legally liable for what you post on your personal site and on the sites of others. Individual bloggers have been held liable for commentary deemed to be copyrighted, defamatory, libelous, or obscene (as defined by the courts).
7. Protect your identity. Don't provide personal information (home address, telephone number, or email address). It is a good practice to create a separate, non-work email address that is used only with your social media site.

NOMINATIONS FOR PRESBYTERY OF PROSPECT HILL
May 15, 2021

Congregational Vitality Committee

Class of 2022

1. Michael Gewecke (TE) Spirit Lake, First, 1st term

Class of 2023

1. Erin Blair (RE) Lake City, Lake City Union, 1st term