

**Lift Parish LLC**  
**Operating Agreement**

**Approved by all Full Member Congregations and**  
**in force as of 2/2020**

**Fundamental Charitable Purpose.** Notwithstanding anything herein to the contrary, the organization is organized exclusively for charitable, religious, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. All provisions herein shall be subject to such purpose.

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**1) Definitions**

- a) **"LIFT"** means "Living In Faith Together"
- b) **"Grace"** means Grace Evangelical Lutheran Church of Fremont, Ohio
- c) **"St. John's"** means St. John's Evangelical Lutheran Church of Fremont, Ohio
- d) **"Faith"** means Faith Evangelical Lutheran Church of Fremont, Ohio
- e) **"St. Mark"** means St. Mark Evangelical Lutheran Church of Fremont, Ohio
- f) **"Trinity"** means Trinity Evangelical Lutheran Church of Kingsway, Ohio
- g) **"Emmanuel"** means Emmanuel Lutheran Church of Hessville, Ohio
- h) **"Ministry Teams"** means the members of the congregations of LIFT who regularly help to plan and carry out mission and/or mission support activities in a particular area
- i) **"ELCA"** means the Evangelical Lutheran Church in America or its successor body
- j) **"NWOS"** means the Northwest Ohio Synod of the ELCA, or its successor body
- k) **"Worshiping Community"** means a group of persons regularly gathered around word and sacrament
- l) **"LIFT Parish"** means the sum of all those congregations and worshiping communities that have approved these Articles of Agreement pursuant according to its terms
- m) **"LIFT Parish Board"** **"LIFT Board"** or **"Board"** shall mean the managing Council responsible for managing the cooperative ministry of the LIFT Parish under this agreement.
- n) **"Code"** means the Internal Revenue Code of 1986, as amended ("Code").

**2) Name of Organization**

The organization shall be known as **"Lift Parish, LLC,"** but may be referred to internally as "LIFT Cooperative Ministry Parish" or "LIFT Parish".

**3) Purpose**

The purpose of the organization is to further Code Sec. 501(c)(3) exempt religious, charitable, and educational purposes allowable under Code Sec. 501(c)(3) of its members by sharing resources and opportunities for mission and ministry, to grow disciples of Jesus Christ, to discern a shared vision for God's mission in the Greater Fremont area, and to share the good news of God's love in Jesus Christ with our community and with the world.

**4) Membership Eligibility & Forfeiture**

- (a) Eligibility. Any member organization must be organized and operated under Code Sec. 501(c)(3) exclusively for religious, charitable, or educational purposes, or be an agency or instrumentality of the United States, any State or political subdivision thereof.
- (b) Forfeiture. Should a member cease to be organized and operated under Code Sec. 501(c)(3) exclusively for religious, charitable, or educational purposes then it shall forfeit

its membership.

**5) Membership Transfer Prohibition**

No member may transfer its membership without the prior written consent of the other members; provided always, any transferee shall be organized and operated under Code Sec. 501(c)(3) exclusively for religious, charitable, or educational purposes, or be an agency or instrumentality of the United States, any State or political subdivision thereof.

**6) Enforcement by Members**

The members shall expeditiously and vigorously enforce all of their rights in the organization and pursue all legal and equitable remedies to protect their interests in the organization.

**7) Prohibitions**

- (a) No part of the earnings of the organization shall inure to the benefit of, or be distributable to, its members, directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for goods and services rendered.
- (b) No substantial part of the activities of the organization may consist of carrying on propaganda or attempting to influence legislation.
- (c) The organization shall not participate in, or otherwise intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

**8) Transfer of Assets - Fair Market Value Required**

- (a) Transfer of Assets to Non-Member. Any asset of the organization may only be transferred (directly or indirectly) for fair market value to any non-member organization that is not a Code Sec. 501(c)(3) organization or an agency or instrumentality of the United States, any State or political subdivision thereof.
- (b) Transfer to Former Member. Any asset of the organization may only be transferred (directly or indirectly) for fair market value to a former member organization that ceases to be a Code Sec. 501(c)(3) organization or an agency or instrumentality of the United States, any State or political subdivision thereof.

**9) Guidelines**

In pursuit of this purpose, we will:

- (a) proclaim Jesus as Lord in word and deed
- (b) be guided by scripture and led by the Holy Spirit
- (c) be open to God's work in and around us
- (d) love one another, respect one another and pray for one another
- (e) pray and worship together regularly
- (f) speak the truth in love and listen to one another in love
- (g) be flexible and open to change
- (h) respect and honor the gifts of each congregation and the gifts and ministries of the parish as a whole

- (i) maintain a cooperative relationship with the overall area mission strategy of the Eastern Conference and Northwest Ohio Synod of the ELCA.

**10) Parish Administration / Management**

- a) LIFT Parish Board. The LIFT Cooperative Ministry Parish shall be managed by the LIFT Parish Board. The voting members of the LIFT Parish Board shall include the following:
  - (1) Two lay members each from congregations participating as full members of the LIFT Parish.
  - (2) One lay member total from among worshipping communities not part of a congregation.
  - (3) All of the pastors of LIFT and LIFT full member congregations, ex officio.
- b) In general, each lay member shall serve for a two-year term. However, at the initiation of this agreement, half the lay members of the LIFT Parish Board shall be elected to a two-year term and the other half to a three-year term. Thereafter, each lay LIFT Board member will be selected annually, to a two-year term.
- c) Term Limit. Members may serve consecutive terms, except that no one elected under section a) (1) shall serve more than 3 consecutive terms.
- d) Associate Membership. Upon request, the LIFT Board may designate a congregation or worshipping community cooperating in any LIFT ministries as an Associate Member of the LIFT Parish. When so designated, a lay representative and pastor of the Associate Member may attend Board meetings and have voice but not vote. Where funds are exchanged; or joint staff hired or called, the terms of cooperation will be described in a written cooperative ministry plan. LIFT congregations may continue to participate in LIFT ministries as an associate member of the Parish even if the congregation does not vote to become a LIFT Parish Member under the terms of Section 7.
- (e) Quorum. A quorum of the LIFT Board is a majority of LIFT Board voting members.
- (f) Responsibilities. The LIFT Parish Board will:
  - (i) oversee and provide for the administration of this parish to enable it to fulfill its functions and perform its mission,
  - (ii) promote peace and goodwill and, as differences and conflicts arise, endeavor to foster mutual understanding,
  - (iii) have general oversight of the life and activities of this parish,
  - (iv) lead this parish by stating its mission, doing long-range planning, setting goals and priorities, and evaluating its activities in light of its mission and goals,
  - (v) provide for incorporation as a nonprofit Limited Liability Corporation,
- (g) Frequency. The LIFT Parish board will meet at least quarterly.
- (h) Officers
  - (i) The LIFT Board will elect a vice- chairperson annually to serve one year as vice-chair and one year as chair.
  - (ii) The LIFT Board will elect a secretary annually.
  - (iii) The treasurer shall be elected by a 2/3 majority of the LIFT board. The treasurer shall

serve a two-year term. The treasurer need not be a member of the LIFT board, and if not a member, shall have voice but not vote in the meetings of the LIFT board.

- (iv) The Treasurer shall:
  - (A) prepare and submit regular financial reports to the LIFT Parish Board.
  - (B) assist in the preparation of the annual budget of the parish.
  - (C) keep the bank accounts for the parish.
  - (D) keep the books of account of the parish.
  - (E) disburse all funds on proper orders as designated by the LIFT Board.
  - (F) take the necessary steps to protect this LIFT Board and its members from liability.
- (v) An independent audit of the books of the parish shall be conducted annually.

#### **11) Authority**

- a) Parish. The authority of the LIFT Parish rests with the LIFT Parish Board, who is responsible to develop parish ministry plans and strive to implement those plans. The LIFT Board has authority to set the compensation package for parish staff in accordance with the compensation guidelines of the Northwest Ohio Synod of the ELCA.
- b) Congregations. Nothing in this agreement shall diminish or undermine the identity and authority of a participating congregation, including the authority to make its own decisions, hire its own staff, call its own pastor or make other decisions regarding their individual congregations.
- c) Worshiping Communities not part of Congregations. LIFT Worshiping Communities which are not a part of any LIFT congregation shall have the autonomy and authority and representation as defined in a written ministry plan approved by the LIFT Board, as it may be revised from time to time.

#### **12) Entry**

A 2/3 majority vote of the members present and voting at a congregational meeting called in accordance with that congregation's constitution shall be required for that congregation to adopt these Agreement and enter the LIFT Parish. After the formation of the LIFT Parish, a majority vote of the members of the LIFT Parish Board shall be required for a church to enter the LIFT Parish, in consultation with the synod staff.

OR

A majority vote to adopt this agreement according to the polity of the church requesting membership in the LIFT Parish must be obtained. A majority vote of the members of the LIFT Parish Board shall be required for a church to enter the LIFT Parish, in consultation with the synod staff.

#### **13) Effective Date**

The organization's secretary shall certify the effective date of this agreement.

#### **14) Responsibilities**

- a) Pastoral Responsibilities. In keeping with the responsibilities of pastors as defined in the constitutions of the ELCA and the Letter of Call to Ordained Ministry, the pastors of this parish shall:

- i) Lead worship, including preaching, administration of the sacraments, marriages and funerals. Pastors may train and supervise lay assistants to assist them in these activities. Pastors shall rotate in their worship leadership in each of the congregations of the parish,
  - ii) Provide for and coordinate pastoral care, including visitation of and care for the sick, the homebound, the grieving, inactive and prospective members, and members of the broader community as appropriate,
  - iii) Engage in continuing education and professional development and share insights learned within the parish,
  - iv) Nurture relationships with and between the members of the parish,
  - v) Equip all the baptized to share in ministry and mission,
  - vi) Provide for Christian education in order to foster spiritual growth and discipleship, including confirmation/catechism classes, new member classes, regular Bible study, and teaching and modeling spiritual disciplines (prayer, tithing, fasting, meditation, etc.),
  - vii) Ensure that the records and rosters of the congregations and Parish are maintained annually.
- b) Congregational Responsibilities. The congregations of this parish shall:
- i) Practice wide-open and active hospitality, inviting others to participate in the life of the parish and welcoming guests in the name of Christ.
  - ii) Nurture relationships with one another and with the community at large.
  - iii) Engage in community outreach, including feeding the hungry, sheltering the homeless, clothing the naked, visiting the sick and imprisoned, and caring for the least, the last, the lost and the lonely in the spirit of Matthew 25:31-46.
  - iv) Participate actively in the shared ministries of the parish and actively seek opportunities to share ministry with each other.
  - v) Engage in self-study to identify areas of strength and opportunities for growth.
  - vi) Actively seek to communicate to their members and to other congregations within the parish about their mission and ministry.
  - vii) Commit to welcoming and loving treatment of rostered leaders and their families and honor the ministries of all leaders within the parish.
  - viii) Seek to grow faithfully in their Mission Support to the Northwest Ohio Synod and the ministries of the broader church.
  - ix) Be good stewards of and make faithful use of buildings, grounds and other congregational assets.
  - x) Be accountable to one another in love as fellow workers in Christ.

- c) Responsibilities of All Baptized Members. Governed by a spirit of love, mercy and compassion in our life together, every baptized member will be encouraged to:
- (i) Attend worship regularly
  - (ii) Participate actively in the ministries of the parish and congregations
  - (iii) Participate in the Ministry Teams of the Lift Parish  
*(with the teams providing reports to the board)*
    - A. Children, Youth and Family
    - B. Caring for Members and the Community
    - C. Worship and Music
    - D. Evangelism and Outreach
    - E. Hospitality and Fellowship
    - F. Property Support
    - G. Finance, Administration and Leadership Support
    - H. Stewardship
  - (iv) Participate in the Prayer and Discipleship groups of the Lift Parish
    - A. Faith Engagement
    - B. Equipping
    - C. Welcoming Diversity
    - D. Justice for our Neighbors
    - E. Sustainable Connections
  - (v) Grow in faith through:
    - A. daily prayer
    - B. regular study of Scripture
    - C. service in the congregations, community and wider world
    - D. generous giving and the intentional practice of Christian discipleship
    - E. be open-minded and willing to change

As followers of Jesus Christ, we will commit to love one another, serve one another, listen to one another, be honest with one another, care for one another, trust one another, challenge one another, encourage one another, hold one another accountable and receive every person as we would receive Jesus Christ.

## 15) **Call Process**

The call of a pastor to serve the parish shall be under the guidance of the Office of the Bishop of the Northwest Ohio Synod. There shall be a call committee for the parish, consisting of the senior pastors of each participating congregation and at least one lay member from each worshipping community, with no less than six nor more than twelve total members. The members of the call committee shall be elected by the respective congregation councils. A 2/3 majority vote of those present and voting at a combined Parish meeting called in accordance with each congregation's constitution for a congregational meeting shall be necessary for approval of the pastoral candidate. If the call is approved, the congregations authorize the LIFT Parish Board to issue the call. Mutual Ministry Committee

There shall be a Mutual Ministry Committee consisting of at least one member from each worshipping community in the parish, and no fewer than six nor more than 10 members. The members of the committee shall be selected in consultation between the rostered leaders and LIFT Board. The Mutual Ministry Committee will be affirmed by the LIFT Parish Board. The Mutual Ministry Committee shall facilitate communication and assist the rostered leaders of the parish and congregations in reviewing the ministry goals of the parish and the respective

congregations.

**16) Shared Expenses**

- a) The parish may share staff expenses as appropriate, including the compensation and benefits for:
  - i) rostered leaders, if applicable
  - ii) shared administrative staff, if applicable
  - iii) shared programmatic staff, if applicable
  - iv) shared musicians, if applicable
  - v) shared music director, if applicable
  
- b) The parish will seek, as much as possible, to share expenses related to programming of mission and ministry, such as, but not limited to:
  - i) office equipment and supplies
  - ii) software and licensing
  - iii) confirmation instruction
  - iv) youth ministry
  - v) music
  - vi) special events
  - vii) vehicles
  - viii) internet presence
  - ix) property management and insurance, as applicable
  - x) preschool

**17) Pastor's Compensation**

Compensation of pastors and rostered leaders serving the parish will be consistent with the Northwest Ohio Synod's Compensation Guidelines.

**18) Finances**

- (a) There shall be a parish treasury out of which the parish treasurer shall pay all expenses. An annual audit will be conducted independently and shared with the parish board and all congregations of the parish.
  
- (b) For the 2016 calendar year, the participating congregations will commit to contribute financially to the parish in specified amounts as determined by a budget committee, comprising at least the senior pastors and treasurers of each participating congregation, and presented at the congregation's annual meeting together with a description of the use of those funds.

**19) Congregational contributions for future years will be established through annual Parish Congregational Budgets adopted by December 1 for the subsequent calendar year. Special Meetings**

Special meetings of the parish may be called by the LIFT Board chairperson in consultation with the individual congregational council presidents and the pastors, or by any two board members.

**20) Review and Changes**

- (a) Method of Change. The participating congregations agree to an annual review of this agreement to be conducted in consultation with the senior pastors, the councils of the participating congregations and the Office of Bishop of the Northwest Ohio Synod. Changes or modifications to these Articles of Agreement may be made by a 2/3 vote of members of each congregation present and voting at congregational meetings or a parish-wide meeting, called in accordance with congregational constitutions. All proposals for changes shall be recommended by the parish board to each congregation council for congregational vote.
- (b) Limitation on Change. Any amendment to this agreement, or other governing document of the organization, shall comply with the rules, requirements, and limitations of Section 501(c)(3) of the Code.

**21) Terms of Dissolution/Termination**

After consultation with the Office of the Bishop, termination of this agreement and dissolution of the organization by a congregation shall be by a 2/3 majority vote of the members of the congregation present and voting at a congregational meeting called in accordance with that congregation's constitution. Written notice will be given to the LIFT Board by July 1 of a congregation's intention to withdraw from the parish for the following calendar year.

**22) Distribution of Assets Upon Dissolution/Termination**

Upon termination and dissolution of the organization, all the assets of the organization shall be distributed either to: The Northwest Ohio Synod of the Evangelical Lutheran Church in America, or its successor, provided such organization is then organized and operated exclusively for charitable, educational, or religious purposes under Section 501(c)(3) of the Code, or (ii) any other organization(s) which then qualifies as a exempt organizations under Section 501(c)(3) of the Code.

**23) Merger / Conversion**

The organization is prohibited from merging with any organization who is not exempt under Section 501(c)(3) of the Code. Likewise, should the organization ever convert to another form of entity, such conversion is limited to an entity which qualifies as an exempt organization under Section 501(c)(3) of the Code.

**24) Specific Arrangements/Other**

Worship times shall be established in consultation between the congregations of the parish and the LIFT Board.

**25) Incorporation**

The LIFT Parish shall be incorporated under the laws of Ohio as a nonprofit limited liability corporation (LLC). This LIFT Parish, LLC shall be the congregation of record for any individuals within LIFT not otherwise members of any congregation of LIFT.

**26) Merger**

Merger of a participating congregation with this LIFT Parish, LLC shall require approval by the LIFT Board and each LIFT member congregation council.



## **LIFT Parish By Laws**

### **Delegation of Authority**

The Board hereby delegates to the Executive Committee (comprising the Chair, Vice-Chair, Treasurer, Secretary and LIFT pastors) the taking of executive action on behalf of the Company, provided that:

- 1) the Board is notified of significant actions in advance
- 2) no board member requests full Board review.

The Board hereby delegates to the Finance and Administration mission support team, the taking of all routine administrative actions on behalf of the Company, provided the Executive Committee is kept informed and no member of that Executive Committee or the Board requests full review.

The Board hereby delegates to each Mission Team the taking of all actions within their area of responsibility, provided they keep the Executive Committee informed and coordinate and cooperate with the other mission teams that may be affected. Any Board member or alternate can request Board review and decision at any time, for any issue, where that person believes there may be a significant difference of opinion about the right decision, or where further consideration would be necessary or useful, and the request is made in writing to any member of the Executive Committee.

Approved by LIFT Board January 26, 2016