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56. Churchwide Nominating Committee: Clergy

A. The Rev. Cherlyne V. Beck

Southeast Michigan Synod (6A)

1) *Congregational membership*

Spirit of Hope Lutheran Church (ID: 30773) - Detroit, Mich.

2) *Congregation, Synodical, or Churchwide Service Activities*

Pastor, Lutheran Church of the Ascension, Franklin SQ, N.Y.
Executive Assistant to the Bishop, Metropolitan New York Synod
Director for Candidacy, ELCA

3) *Education*

Christ Seminary-Seminex, Master Of Divinity
University of Michigan, Master Of Arts In Education
Concordia Teachers's College, Seward, Bachelor Of Science
In Education

4) *Employment*

Executive Assistant to the Bishop, Southeast Michigan Synod

5) *Year of birth*

1946

6) *Ethnicity*

Caucasian

7) *Primary Language*

English

8) *What are the gifts, skills, experiences and areas of expertise that you would bring to this work?*

I have participated in almost all levels of church life. I was a lay leader, serving on congregational boards and councils. I served as a Lutheran School teacher in urban and suburban settings. I served as pastor of a congregation in Michigan and two in New York. In New York I served as a Dean and on the Synod Council. I also served on the Worship Committee and the Leadership Support Task Force. I have served on two different synod staffs as well as in Chicago on the churchwide staff as director for candidacy. All this has allowed me to meet and work with many leaders across the church. It has also allowed me to see the different ways the church is in mission as well as learning more about the needs of the church for future mission. I would bring all this information to the ELCA Churchwide Nominating Committee.

B. The Rev. Joy Mortensen-Wiebe

East-Central Synod of Wisconsin (5I)

1) *Congregational membership*

Christ Lutheran Church (ID: 14505) - Oshkosh, Wis.

2) *Congregation, Synodical, or Churchwide Service Activities*

Lutheran Homes of Oshkosh Secretary of the Board of Directors

3) *Education*

Lakeland College, Master Of Counseling
Luther Northwestern Seminary, Master Of Divinity
Carroll College, Bachelor Of Science

4) *Employment*

Associate with the Bishop, East-Central Synod of Wisconsin

5) *Year of birth*

1967

6) *Ethnicity*

Caucasian

7) *Primary Language*

English

8) *What are the gifts, skills, experiences and areas of expertise that you would bring to this work?*

While serving as a director for evangelical mission, and in the capacity as Bishop Jim Justman's associate in the East Central Synod of Wisconsin, for the past seven years I have worked in a variety of settings that have provided me both the training and the experience to help "spot" and call out the gifts of missional leaders--a skill necessary for the nominating committee of our church.

57. Churchwide Nominating Committee: Clergy

A. The Rev. Theodore W. Asta New England Synod (7B)

- 1) *Congregational membership*
Trinity Lutheran Church (ID: 03588) - Worcester, Mass.
- 2) *Congregation, Synodical, or Churchwide Service Activities*
U.S. Lutheran-Roman Catholic Dialogue
Region 7 First Call Institute Workshop Leader
Introduction of Evangelical Lutheran Worship in New England Synod
- 3) *Education*
LSTC, Doctor Of Philosophy
Yale Divinity School, Master Of Sacred Theology
Concordia Seminary, St. Louis, Master Of Divinity
- 4) *Employment*
Associate to the Bishop, New England Synod, ELCA
- 5) *Year of birth*
1954
- 6) *Ethnicity*
Caucasian
- 7) *Primary Language*
English
- 8) *What are the gifts, skills, experiences and areas of expertise that you would bring to this work?*

I am deeply committed to ministry in the ELCA in all three of its expressions. In my current position as associate to the bishop I seek out opportunities to teach members of our congregations, and remind our pastors, that we are a church in three expressions and part of a global network of churches. Knowing this, and living out of that understanding, helps the church to be more mission-focused and inclusive. As I finish nine years in this office, I have worked with pastors, congregations, and ecumenical partners in many areas of the church's life so that I have a good sense of the gifts and skills present in our synod that can be called forth in service for the churchwide expression.

B. The Rev. Jonathan W. Linman Metropolitan New York Synod (7C)

- 1) *Congregational membership*
St. Peter Lutheran Church (ID: 03846) - New York, N.Y.
- 2) *Congregation, Synodical, or Churchwide Service Activities*
Lutheran-Methodist Coordinating Committee
ELCA Communal Discernment Task Force
ELCA Church Council
- 3) *Education*
Carleton College, Bachelor Of Arts
Trinity Lutheran Seminary, Master Of Divinity
Duquesne University, Doctor Of Philosophy
- 4) *Employment*
Assistant to the Bishop for Formation, Metropolitan New York Synod
- 5) *Year of birth*
1961
- 6) *Ethnicity*
Caucasian
- 7) *Primary Language*
English
- 8) *What are the gifts, skills, experiences and areas of expertise that you would bring to this work?*

Ordained in 1989, I have served the church as a congregational pastor, seminary professor, and academic administrator, and currently serve on the bishop's staff of the Metropolitan New York Synod. With this diversity in my vocational life, and having enjoyed a good deal of churchwide involvement, I have a rather wide view of our church's life together and would be in a good position to engage in the discernment processes on the Nominating Committee that lead to the nomination of individuals from across this church to serve in various capacities. I have a passion to promote and nurture the health and vitality of our church in its witness and mission, and would bring to the work of the Nominating Committee a special sensitivity for lifting up people for nomination who have rich and vibrant lives of faith, a key foundation to any faithful and effective service in the church.

58. Churchwide Nominating Committee: Lay Female

A. Ms. Susan M. Berg

Northwest Washington Synod (1B)

- 1) *Congregational membership*
First Lutheran Church (ID: 12805) - Bothell, Wash.
- 2) *Congregation, Synodical, or Churchwide Service Activities*
Eastern Washington-Idaho Synod Vice President
Eastern Washington-Idaho Synod Council
Various synodical, camp, Thrivent and congregational positions
- 3) *Education*
Pacific Lutheran University, Bachelor Of Education
Seattle University, Master Of Counseling
- 4) *Employment*
Home Health/Personal Assistant, Self Employed
- 5) *Year of birth*
1966
- 6) *Ethnicity*
Caucasian
- 7) *Primary Language*
English
- 8) *What are the gifts, skills, experiences and areas of expertise that you would bring to this work?*

During my years serving as Synod Vice President, I enjoyed the task of meeting with congregations and individuals. Assisting them in discerning individual and group assets was one of the best ways I have seen to respond to the mission needs in our synod. It is true that we are each uniquely gifted. Recognizing and calling forth those talents will build capacity in our church to further God's mission. My educational background, my various areas of experience, and my skill set would help the Nominating Committee identify and encourage individuals to serve in the wider church. I am a creative and reliable team member, eager to serve by shaping strong leadership for our church.

B. Ms. Lori J. Splinter

Southwest California Synod (2B)

- 1) *Congregational membership*
St. Stephen Lutheran Church (ID: 05074) - Palmdale, Calif.
- 2) *Congregation, Synodical, or Churchwide Service Activities*
Synod Vice President
Synod Evangelical Outreach Mission Team
Initial Interviewer of Seminary Candidates
- 3) *Education*
University of Nebraska - Lincoln
- 4) *Employment*
Office Administrator, St. Stephen of the Valley Lutheran Church
- 5) *Year of birth*
1959
- 6) *Ethnicity*
Caucasian
- 7) *Primary Language*
English
- 8) *What are the gifts, skills, experiences and areas of expertise that you would bring to this work?*

I am a willing servant how ever God wants to use me. In my community--as a parent volunteer for science team, PTA/PTO, and marching band. In my congregation--as an employee but also as a volunteer high school Sunday school teacher and praise band singer. In my synod--as VP; board member Lutheran Retreats, Camps and Conferences; and a variety of committees. In churchwide service as Churchwide Assembly voting member 2005, 2007, 2009, and Committee of Reference and Counsel for 2009 ELCA Churchwide Assembly.

Those experiences have given me an understanding of organization, governance, constitutions, and parliamentary procedure but more importantly, a glimpse of God working in the ELCA and in the world.

In all that I do, I bring a strong faith. A strong faith that carried me through treatment for bilateral breast cancer in 2009. A strong faith that has given me a grateful, willing heart to serve however God and the church want to use me.

59. Churchwide Nominating Committee: Lay Female (Restricted to Region 4)

A. Ms. Stephanie S. Varnum

Northern Texas-Northern Louisiana Synod (4D)

1) Congregational membership

Christ Lutheran Church (ID: 14105) - Dallas, Texas

2) Congregation, Synodical, or Churchwide Service Activities

Vice President of Synod
Chair of Synodical Candidacy Committee
Candidacy Committee member

3) Education

University of Pittsburgh, Bachelor Of Science Nursing

4) Employment

Administrator for Candidacy and Call Process, Northern
Texas-Northern Louisiana Synod ELCA

5) Year of birth

1948

6) Ethnicity

Caucasian

7) Primary Language

English

8) What are the gifts, skills, experiences and areas of expertise that you would bring to this work?

The church is the living body of Christ, people serving the Lord with their skills and gifts. It is important to bring the names of as many qualified people as possible forward for service in the church and the world, to tap these interests and passions for the good of the world and the glory of God. The Nominating Committee has the opportunity to identify and lift up members from around the ELCA to match people with interest and passion with the needs of the church for ministry in the world.

I have experience in coordinating and organizing volunteers, in a congregation, synod-wide, and in the wider community. I know and understand the need for positive recruitment steps. I am a long-time member of the ELCA and know many folks throughout the ELCA for consultation and referrals.

B. Ms. Vernetta I. Wilson

Arkansas-Oklahoma Synod (4C)

1) Congregational membership

Prince of Peace Lutheran Church (ID: 20240) - Tulsa, Okla.

2) Congregation, Synodical, or Churchwide Service Activities

A/OK Synod - Church Council
A/OK Synod - Candidacy Committee
Congregational - Financial Secretary

3) Education

Langston University, Bachelor Of Science In Business Admin
Langston University, Associate Degree In The Sciences

4) Employment

Auditor/Accountant, ONEOK, Inc

5) Year of birth

1950

6) Ethnicity

African American/Black Non-Hispanic

7) Primary Language

English

8) What are the gifts, skills, experiences and areas of expertise that you would bring to this work?

I am always amazed at those whom God calls into mission and service for the special gifts that they possess. It would be a great pleasure and opportunity for me to serve on the Nominating Committee. I have been privileged to meet so many Lutherans while serving on the Task Force for the Arkansas/Oklahoma Synod, then as charter member of the ELCA's Committee for Multicultural Ministries, also several committees within my synod, and area congregations in addition to my own church. I was also a voting member of the ninth and tenth Churchwide Assemblies where I met many people. If God is calling me to serve on this committee because I have come to know so many people within the ELCA, then it would be an honor and a great pleasure to be used in this capacity.

60. Churchwide Nominating Committee (Restricted to Region 8)

A. Ms. Linda M. Chinnia

Delaware-Maryland Synod (8F)

1) Congregational membership

Holy Comforter Lutheran Church (ID: 02697) - Baltimore, Md.

2) Congregation, Synodical, or Churchwide Service Activities

Churchwide Board- Women of the ELCA
Churchwide President- Women of the ELCA
Augsburg-Fortress Board of Directors

3) Education

Towson State College, Bachelor Of Science In Education
Towson State University, Master Of Science In Education

4) Employment

Assistant to the Bishop, Delaware-Maryland Synod

5) Year of birth

1948

6) Ethnicity

African American/Black Non-Hispanic

7) Primary Language

English

8) What are the gifts, skills, experiences and areas of expertise that you would bring to this work?

My greatest sense of call from God was to teaching, which I did for 38 years in the Baltimore City Public School System. My gifts as a teacher—active listening, empathy, ability to see issues from varying perspectives, patience, love of people, and planning—led me into service and ministry within my congregation, my community, and the church at large. I have worked or volunteered at every level of organizational structure—from staff to management to administration.

I believe that through my experiences I bring an ability to discern gifts that others may have and then help to match these gifts with appropriate areas for service and ministry. I believe this expertise would be helpful for the Nominating Committee as it reviews candidates and works to present the best possible slate for the election process.

B. Ms. Jeannette Christensen

Southwestern Pennsylvania Synod (8B)

1) Congregational membership

Good Shepherd Lutheran Church (ID: 06575) - Monroeville, Pa.

2) Congregation, Synodical, or Churchwide Service Activities

Synod Council and Synod Council Executive Committee
Board of Directors, Lutheran Senior Life
Congregational Council Member and President (2001-2002)

3) Education

Minot State University

4) Employment

Senior Program Director, RJ Lee Group, Inc.

5) Year of birth

1950

6) Ethnicity

Caucasian

7) Primary Language

English

8) What are the gifts, skills, experiences and areas of expertise that you would bring to this work?

Led by the Spirit, I strive to respond to God's love by employing the gifts with which I have been blessed in service to neighbor and the church. I believe that as God grows me, he continues to call me to new service.

I have been an active member of the Lutheran church my entire life. Throughout my adult life I have served my congregation, the synod, and a number of social ministry organizations in a wide variety of capacities. In each of these servings, I bring my faith, a deep sense of dedication and commitment, and my gifts in administration and leadership.

61. Churchwide Nominating Committee: Lay Male

A. Mr. Baron Blanchard

Western North Dakota Synod (3A)

1) *Congregational membership*

Church of the Cross Lutheran Church (ID: 12575) - Bismarck, N.D.

2) *Congregation, Synodical, or Churchwide Service Activities*

ELCA Church Council
2005 Churchwide Voting Member
Congregational Secretary, Lutheran Church of the Cross

3) *Education*

Valley City State University, Masters In Education
Northern State University, Bachelor Of Arts In Ed.

4) *Employment*

Teacher, Bismarck Public Schools

5) *Year of birth*

1981

6) *Ethnicity*

Caucasian

7) *Primary Language*

English

8) *What are the gifts, skills, experiences and areas of expertise that you would bring to this work?*

God always gives opportunities to use the talents he gave us. I have a rapport with large and small groups, as well as dedication to Scripture and to the ELCA. Through my involvement with the ELCA Church Council, I have made contacts in remote areas of our synod, and met many people from across the ELCA.

Being a teacher in a 7th grade classroom, I know how to weigh quick decisions, and how to deliberate when needed. Taking everything to God in prayer, I enjoy the process of working out different "problems" so grace may be served to all.

B. Mr. Ronald C. Tvedt

Western North Dakota Synod (3A)

1) *Congregational membership*

Metigoshe Lutheran Church (ID: 12583) - Bottineau, N.D.

2) *Congregation, Synodical, or Churchwide Service Activities*

Local congregation council president
Synod Reference and Council
Synod Outreach Team, Convener last two years

3) *Education*

University of North Dakota, Bachelor Of Arts
Ohio State University, Master Of Arts

4) *Employment*

Retired

5) *Year of birth*

1941

6) *Ethnicity*

Caucasian

7) *Primary Language*

English

8) *What are the gifts, skills, experiences and areas of expertise that you would bring to this work?*

I believe we are called to do more than just go to church on Sunday. Jesus' last instructions to his disciples were to go and make disciples of all nations. Jesus also told us that whatever we do to the least of these we have done to him. I feel that call personally.

I am a good listener, a problem solver, and I think that I have a good deal of common sense. I feel there are a lot of people in our church who would be willing to serve in the area they are gifted in if they could only figure out how to break through the entrenched old guard that so often keeps our churches from moving forward. I feel called to help them in that endeavor. I have successfully worked with people from teenagers to the elderly and like finding opportunities to get different generations working together. Churches function much more efficiently if people are given an opportunity to serve in an area they are interested in. That goes not only for the young, but applies to all ages.

62. Churchwide Nominating Committee: Lay Young Adult [Two-year term]

A. Mr. Joe Beasley

Virginia Synod (9A)

1) Congregational membership

Christ the King Lutheran Church (ID: 10489) - Richmond, Va.

2) Congregation, Synodical, or Churchwide Service Activities

Young Adults in Global Mission

3) Education

Roanoke College, Bachelor Of Fine Arts

4) Employment

5) Year of birth

1986

6) Ethnicity

Caucasian

7) Primary Language

English

8) What are the gifts, skills, experiences and areas of expertise that you would bring to this work?

As a recent YAGM alumni, I believe I have some unique experiences to bring to this committee. It would be an awesome privilege to serve as a voice from my synod and be able to represent the young people of the ELCA. After coming back from my year of service, I really found myself wanting to be a part of the ELCA even more. I thought this would be an excellent opportunity to serve the ELCA to the best of my ability.

I come from a background of strong leadership, creativity, and hard work. The ELCA gave me the opportunity to use my skills to make a difference when I served as a YAGM in the past year. I think it would only be fair to return the favor and serve on this committee.

B. Ms. Emily Isensee

Southwestern Washington Synod (1C)

1) Congregational membership

St. Andrew Lutheran Church (ID: 13039) - Vancouver, Wash.

2) Congregation, Synodical, or Churchwide Service Activities

Holden May Youth Weekend Planning Team
National Board of the Lutheran Youth Organization (BLYO)
PLU University Congregation Council Vice President

3) Education

Pacific Lutheran University, Bachelor Of Business Admin

4) Employment

Executive Associate to the President, Pacific Lutheran University

5) Year of birth

1987

6) Ethnicity

Caucasian

7) Primary Language

English

8) What are the gifts, skills, experiences and areas of expertise that you would bring to this work?

God has blessed me with many opportunities to serve on a variety of boards and committees at all levels of the church. Each time my term has been up for one of these positions, I've been sad to be done, but God has always presented me with another opportunity to work for the church doing something else I love. I see being nominated to the Nominating Committee as God's next calling for me.

Serving on the Nominating Committee would allow me to combine my leadership, organization, and interpersonal skills to empower others to respond to their calling and step up to leadership roles in the church. As a member of the BLYO, I had the opportunity to serve on the BLYO nominating committee and would be able to build off this experience in my new role as a member of this committee. As a young adult from the west coast, I could bring different demographic and unique perspective to this committee as well.

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En Bloc Items

1. Church Council Items

1A. Authorization of Executive Committee

At its pre-council meeting on August 13, the Executive Committee will consider how the functions of the Executive Committee will be carried out between the Churchwide Assembly in August 2011 and the first regular meeting of the newly constituted Church Council in November 2011. A recommendation on this matter will be brought to the Church Council at its pre-assembly meeting. It is anticipated that the action will be similar to the recommended action below.

CC ACTION [EN BLOC]

Recommended:

To authorize the officers of the Evangelical Lutheran Church in America and the continuing members of the Executive Committee to serve as the Executive Committee of the Church Council between the Churchwide Assembly and the November 2011 meeting of the Church Council.

1B. Ratification of Church Council Committees for the 2011-2013 Bienium

In preparation for the August 2011 meeting of the ELCA Church Council, continuing members of the Church Council were invited to indicate their preferences for service on one of the four standing committees of the Church Council, plus the Board Development Committee: Budget and Finance; Legal and Constitutional Review; Planning and Evaluation; and Program and Services. At its August 2011 meeting, the Church Council will ratify the provisional membership for the four standing committees.

Following the elections at the Churchwide Assembly, newly elected members will indicate their preferences prior to the November 2011 meeting. A final listing of committee membership for the biennium will be ratified by the Church Council at its November 2011 meeting upon recommendation by the Executive Committee.

At its November 2011 meeting, the Church Council also will appoint members to related advisory committees for the biennium. Members of the Board Development Committee for the 2011-2013 biennium will be appointed by the Executive Committee in November 2011.

CC ACTION [EN BLOC]

Recommended:

To ratify the following appointments of continuing members of the ELCA Church Council to Church Council committees for the 2011–2013 biennium:

Budget and Finance Committee: Deborah Chenoweth; John Emery; Amsalu Geleta; Louise Hemstead; and Ivan Perez;

Legal and Constitutional Review Committee: Mark Johnson; Raymond Miller; and Blaire Smith;

Planning and Evaluation Committee: Rebecca Carlson; Karin Graddy; William Horne; Susan Langhauser (chair); Pablo Obregon; and

Program and Services Committee: Rebecca Brakke; Rachel Connelly; Yvonne Marshall; Susan McArver (chair); John Munday; Mark Myers; Feronika Raming; Kathryn Tiede; and Philip Wold.

1C. Revision of Church Council Orientation Manual

The Board Development Committee has requested that the Church Council Orientation Manual be revised. The revision will be complete by Wednesday, August 10 and the revised document uploaded to Net Community in Exhibit G for review prior to the meeting. A hard copy of the revised manual will be available for review at the meeting.

CC ACTION [EN BLOC]

Recommended:

To approve the 2011 revisions to the Church Council Orientation Manual as provided in Exhibit G.

2. Nominations, Appointments and Elections

2A. ELCA Risk Management, Inc. and Educational and Institutional Insurance Administrators, Inc.

Since 1988, the churchwide organization has provided risk management and insurance services to ELCA colleges, universities, and seminaries through ELCA Risk Management, Inc. (ELCARM), an Illinois not-for-profit corporation created specifically to provide these services to ELCA institutions of higher education. At present, 22 of 26 ELCA colleges and universities and all eight ELCA seminaries use ELCARM for these services. To make the services available, ELCARM has worked in concert with Education and Institutional Insurance Administrators, Inc. (EIIA), which is a risk management corporation of the General Board of Higher Education and Ministry of the United Methodist Church.

EIIA was formed for the purpose of providing similar insurance and risk management services to the Methodist institutions of higher education. EIIA staff is composed of skilled insurance professionals and support staff, all of whom are full-time employees working solely on insurance affairs of ELCARM and three other consortia of denominational educational institutions, one related to the United Methodist Churches (UMC), one related to the Presbyterian Church (U.S.A.) (PCUSA), and one related to the American Baptist Churches (ABC). Each denomination has worked with EIIA through its own separate corporation, similar to ELCARM, representing affiliated colleges, universities, and seminaries; these are referred to as the consortia. Collectively, these four consortia represent 138 church-related institutions of higher education, whose aggregate property, casualty, auto, general liability, and worker's compensation insurance premiums are the equivalent of the insurance premiums paid by a Fortune 200 corporation.

Under the existing corporate structure for ELCARM, the Church Council appointed five directors to the board of ELCARM, and the member institutions elected four directors to the board. This ELCARM board met July 19–21, 2011, in Chicago, Illinois, separately and in joint session with the directors of the UMC, PCUSA and ABC consortia, to consider approving a plan to merge the consortia corporations, with EIIA as the surviving company. The proposal to merge was prompted primarily by a desire to relieve EIIA staff, participating church bodies, and member institutions of the administrative costs and inefficiencies attendant to managing multiple related consortia. The plan of merger was approved unanimously by ELCARM and by the other consortia.

The plan of merger now will be submitted to the membership of ELCARM and the other consortia for adoption. The members are the participating educational institutions in each consortia and they have final authority to approve the merger. All member institutions of ELCARM automatically will become members of the new EIIA when the merger becomes

effective. The new EIIA will continue the existing risk management and insurance services currently provided to ELCA institutions under ELCARM. After approval by the members, it is anticipated that the merger will become effective October 1, 2011.

Under the proposed merger, each denomination's participation in the new EIIA will be represented through a lead director. Together with lead directors of the other participating church bodies, the ELCA lead director will nominate and confirm the election of other directors for the board of the merged EIIA from the member institutions. The board of directors of the merged EIIA will have 22 or 23 members with the ELCA holding four seats, including the lead director. Only the UMC, which has the most member institutions, will have more directors than the ELCA. The ELCA lead director must be appointed by the Church Council, and the ELCARM board has unanimously endorsed the Rev. Mark Wilhelm, associate executive director for educational partnerships, congregational and synodical mission.

Exhibit B, Appendix 1 describes the merger and reorganization in greater detail.

CC ACTION [EN BLOC]

Recommended:

To appoint the Rev. Mark Wilhelm as lead director for the Evangelical Lutheran Church in America on the Board of Directors of Educational and Institutional Insurance Administrators, Inc., effective upon the merger of ELCA Risk Management, Inc. with and into Educational and Institutional Insurance Administrators, Inc.

2B. Social Ministry Organizations

The Evangelical Lutheran Church in America serves as a corporate member of certain inter-Lutheran organizations and affiliated social ministry organizations. The role of corporate members includes the responsibility to elect ELCA representatives to the organization's board of directors as prescribed in the organization's governing documents. The relationship of the ELCA to certain inter-Lutheran organizations and affiliated social ministry organizations is expressed through the Congregational and Synodical Mission unit.

The ELCA serves as a corporate member of Lutheran Medical Center, Brooklyn, New York; the Evangelical Lutheran Good Samaritan Society, Sioux Falls, S.D.; Lutheran Services in America, Baltimore, Md.; Mosaic, Inc., Omaha, Neb.; and Lutheran Immigration and Refugee Service, Baltimore, Md. In the case of Lutheran Medical Center, Brooklyn, New York, the ELCA's annual election of board members complies with their constitutional requirement that this action constitute an annual meeting of the corporate member. The Congregational and Synodical Mission program unit has forwarded to the Church Council the following nominations for positions on the boards of these organizations.

CC ACTION [EN BLOC]

Recommended:

To elect to the board of trustees of Lutheran Medical Center to one-year terms expiring in 2012: Mr. John M. Nuzum and Mr. Gabriel Rincon; and

To elect to the board of trustees of Lutheran Medical Center to a three-year term expiring in 2014: Mr. Randolph Peers.

3. Budget and Finance Items

3A. Audit Committee Membership

The Audit Committee shall consist of six members. A minimum of two members should be ELCA Church Council Budget and Finance Committee members. Members of the committee shall be appointed by the Budget and Finance Committee and forwarded to the Church Council for approval. Budget and Finance Committee members should be appointed for a two-year term with the possibility of reappointment up to their Church Council term. Non-Church Council members should be appointed for a two-year term, renewable for two additional terms. Terms need to be staggered in recognition of the need for continuity of committee membership from year to year.

CC ACTION [EN BLOC]

Recommended:

To approve the appointment of the following ELCA Audit Committee members to an additional two-year term, beginning August 2009: Deborah Chenoweth (*chair*), Louise Hemstead, Timothy Stephan, and Philip Bertram.

4. Synodical Resolutions for Referral

4A. Stability in Financial Commitment to Campus Ministry

Metropolitan New York Synod (7C)

WHEREAS, young adults between the ages of 18 to 29 are among the most absent population in our worshiping communities, and Lutheran Ministries in Higher Education serves alongside the colleges and universities where large numbers of young adults are engaged in higher education; and

WHEREAS, a significant number of professional leaders in the ELCA cite Lutheran Ministries in Higher Education as instrumental in assisting them in their call to professional ministry in this church; and

WHEREAS, longitudinal research regarding the factors that encourage young adults to remain committed to ministry in this church, by Dr. Roland Martinson, includes campus ministries in higher education as one of the key factors in sustaining a young adult's faith; and

WHEREAS, in its social statement on education, *Our Calling in Education* (adopted as amended by the 2007 Churchwide Assembly by a vote of 949–35), this church recalls that Martin Luther “taught that education served the common good of Church and society: In a move unusual for his day, he taught that schools for all—both those who were wealthy and those who were poor, both boys and girls—were necessary so that the Church would have learned and faithful pastors and the civil community would have wise and good rulers;” and

WHEREAS, in *Our Calling in Education*, the ELCA states that “the calling in education belongs to this whole church. Individuals, families, congregations, early childhood education centers and schools, colleges and universities, seminaries, outdoor ministries, campus ministries, lifelong learning centers, publishing ministry, social ministry organizations, synods, and the churchwide organization all participate in this calling;” and

WHEREAS, *Our Calling in Education* “calls the ELCA in light of our faith to engage, deliberate, and act with respect to four contexts: home and congregation, public education, this church's educational institutions, and *public colleges and universities*. Our calling in relationship to the fourth context in education is to *support public higher education to serve the common good and rejoice in the faithful presence of campus ministry in public colleges and universities*” (emphasis added); and

WHEREAS, the ELCA has announced a 38 percent reduction in support (from fiscal year 2011 to fiscal year 2012) for campus ministries and encouraged greater involvement and support from synods, congregations, and individuals; and

WHEREAS, local campus ministry sites and Lutheran Ministries in Higher Education are already actively engaged in raising additional funds to sustain these vital ministries; therefore, be it

RESOLVED, that the Metropolitan New York Synod Council recommend that the Church Council provide for a period of stability relative to its commitment to campus ministry in our church over a five-year period, with no further cuts from the fiscal year 2012 amounts already announced, while working with synods, state and regional campus ministry boards, local boards, and campus pastors to ensure and develop sustainable funding models.

CC ACTION *[EN BLOC]*

Recommended:

To receive the resolution of the Metropolitan New York Synod calling for stability in the financial commitment to campus ministry;

To acknowledge the action of the 2011 Churchwide Assembly of the Evangelical Lutheran Church in America related to Lutheran Campus Ministry as the response of the Church Council to the synod's resolution; and

To request the secretary of this church to inform the synod of this action.

4B. ELCA Health and Benefits Program

Southeastern Minnesota Synod (3I)

WHEREAS, both the North American Lutheran Church and Lutheran Congregations in Mission for Christ are encouraging congregations, clergy, and laity to leave the Evangelical Lutheran Church in America (ELCA); and

WHEREAS, some clergy have violated the governing documents of the ELCA by encouraging their congregations to leave the ELCA; therefore, be it

RESOLVED, that the 2011 Southeastern Minnesota Synod in assembly request that the Church Council consider removing, from the health and benefits program of this church, clergy who have left the ELCA.

CC ACTION

Recommended:

To receive with gratitude the resolution of the Southeastern Minnesota Synod related to ELCA Health and Benefits program;

To refer the resolution to the Board of Pensions in consultation with the Office of the Presiding Bishop, Office of the Secretary and Office of the Treasurer;

To request that a report and possible recommendations be brought to the November 2011 meeting of the Church Council; and

To request that the secretary of this church inform the synod of this action.

5. Approval of Signatories

In April 1990, the Church Council adopted a resolution [CC90.4.31] authorizing signatures by assistant vice presidents and assistant secretaries for the execution of documents on behalf of the Evangelical Lutheran Church in America:

Whereas, the Minnesota nonprofit corporation act authorizes the board of directors of a corporation organized thereunder to designate two or more directors to form a committee that shall have authority to act for and on behalf of the board of directors; now therefore be it

RESOLVED, that any two of the Bishop (President), Vice President, Secretary or Treasurer are hereby appointed as a committee having the authority of the Church Council in the management of the business or fiscal affairs of this corporation to authorize and approve, on behalf of this corporation, transactions to which it is a party; and be it further

RESOLVED, that any one of the Bishop (President), Vice President, Secretary or Treasurer or in the absence of all of the foregoing, any two of the assistant vice presidents may execute, and the Secretary or any assistant secretary may attest, any document required or desirable in connection with a commercial or fiscal transaction to which this corporation is a party, including but not limited to conveyances, assignments, mortgages, contracts, notes, leases, bills of sale, and financing statements.

Personnel changes necessitated action to update that resolution.

CC ACTION [EN BLOC]

Recommended: *To adopt the following resolution:*

Whereas, in the opinion of legal counsel (Faegre & Benson of Minneapolis), the Minnesota Nonprofit Corporation Act authorizes the Church Council as the board of directors of this corporation to appoint additional officers; and

Whereas, this corporation previously has authorized execution of various documents, when necessary, by two assistant vice presidents in the absence of the bishop, vice president, secretary, and treasurer (CC90.4.31*); and

Whereas, this corporation previously has appointed various persons to be assistant vice presidents and assistant secretaries of this corporation; therefore, be it

RESOLVED, that the previous appointments of assistant vice presidents and assistant secretaries of this corporation (CC90.4.32, CC92.11.103, CC96.11.61b, CC03.11.85, CC07.11.90, CC08.11.52, CC09.03.39) be and are hereby rescinded; and be it further

RESOLVED, for the sole purpose of executing documents, as specified in CC90.4.31, that the following be and are hereby appointed as assistant vice presidents of this corporation: M. Wyvetta Bullock, Marcus Kunz, Walter S. May, and Jodi Slattery; and be it further

RESOLVED, for the sole purpose of executing documents, as specified in CC90.4.31, that the following be and are hereby appointed as assistant secretaries of this corporation: Ruth E. Hamilton, Phillip H. Harris, Laura Knitt, Mary Beth Nowak, and David A. Ullrich.

6. Nominating Committee

In preparation for each Churchwide Assembly, the Church Council places in nomination the names of two people for each position on the Nominating Committee to be elected by the Churchwide Assembly.

Biographical information is provided in Exhibit A.

CC ACTION [EN BLOC]

Recommended:

To receive the written report of the Office of the Secretary on nominees for the churchwide Nominating Committee;

To note that bylaw 19.21.01. states in regard to the Nominating Committee: “The Church Council shall place in nomination the names of two persons for each position. The committee shall consist of at least one member but no more than three members from any region. Nominations from the floor shall be permitted, but each floor nomination shall be presented as an alternative to a specific category named by the Church Council and shall therefore meet the same criteria as the persons against whom the nominee is nominated.

In the materials provided in advance to each member of the assembly, the Church Council shall set forth the criteria applicable to each category that must be met by persons nominated from the floor”;

To request, therefore, that the Church Council restrict the tickets to the following: clergy [two positions]; lay female; lay female; lay female (Y/YA); lay male; lay young adult [two-year term];

To request that the Church Council transmit the following slate of nominees to the 2011 Churchwide Assembly:

CHURCHWIDE NOMINATING COMMITTEE

Clergy

- A. Pr. Cherlyne V. Beck, Detroit, Mich. (6A)
- B. Pr. Joy Mortensen-Wiebe, Oshkosh, Wis. (5J)

Clergy

- A. Pr. Theodore W. Asta, Worcester, Mass. (7B)
- B. Pr. Jonathan W. Linman, New York, N.Y. (7C)

Lay Female

- A. Ms. Susan M. Berg, Bothell, Wash. (1B)
- B. Ms. Lori J. Splinter, Palmdale, Calif. (2B)

Lay Female [Restricted to Region 4]

- A. Ms. Stephanie S. Varnum, Dallas, Texas (4D)
- B. Ms. Vernetta I. Wilson, Tulsa, Okla. (4C)

Lay Female [Restricted to Region 8]

- A. Ms. Linda M. Chinnia, Baltimore, Md. (8F) (PC/L)
- B. Ms. Jeannette Christensen, Monroeville, Penn. (8B)

Lay Male

- A. Mr. Baron Blanchard, Bismarck, N.D. (3A)
- B. Mr. Ronald C. Tvedt, Bottineau, N.D. (3A)

Lay Young Adult [Two-year term]

- A. Mr. Joe Beasley, Richmond, Va. (9A) (Y/YA)
- B. Ms. Emily Isensee, Vancouver, Wash. (1C) (Y/YA)

7. Approval of Synod Constitutions

Provision 10.12. of the *Constitution, Bylaws, and Continuing Resolutions of the Evangelical Lutheran Church in America* stipulates: "Each synod shall have a constitution, which shall become effective upon ratification by the Church Council. Amendments thereto shall be subject to like ratification"

CC ACTION [EN BLOC]

Recommended:

To ratify the following amendments to synodical constitutions:

7A. Rocky Mountain Synod (2E)

Background from the Rocky Mountain Synod:

S9.03.a. lines 6 – 8 “~~(The first five conference members shall be elected for one year and five for two years, thereafter on a rotating basis.)~~”

Rationale: This sentence was needed for the first year of the ELCA; it is no longer necessary.

S11.18. Reference and Counsel Committee. See S7.32.11., S7.32.11.A06., and S7.32.11.B06.

Rationale: This committee functions as an Oversight Ministry Team, so it should be included in the list in S11.21.A10. and as a separate reference in the listing preceding S11.18. [The 2011 Rocky Mountain Synod Assembly added “Reference and Counsel Committee” to continuing resolution S11.21.A10., in accordance with †S18.31.]

S11.51.b. “The organizations for men and youth, ~~if and when established as synodical units~~ Lutheran Men in Mission and Lutheran Youth Organization (LYO);”

Rationale: These organizations are now established and named.

To ratify amendments to the constitution of the Rocky Mountain Synod as proposed by its Synod Council and adopted by a two-thirds vote of the voting members present and voting at the 2011 Rocky Mountain Synod Assembly:

- S9.03. There shall be a Nominating Committee consisting of 12 members.**
- a. One member shall be elected from each of the ten conferences to serve for a two-year term, not eligible for reelection. In the absence of an election by the conference, the Synod Council, in consultation with the conference dean, shall appoint a person from that conference to serve on Nominating Committee. ~~(The first five conference members shall be elected for one year and five for two years, thereafter on a rotating basis.)~~**

S11.18. Reference and Counsel Committee (See S7.32.11., S7.32.11.A06., and S7.32.11.B06).

S11.51. To promote interdependent relations and to further the total mission of the Evangelical Lutheran Church in America and synodical units, this synod shall accord to the Churchwide units the privilege of presenting their causes through reports to the regular Synod Assemblies and shall accord the privilege of representation with voice but not vote at meetings of the Synod Council.

Such groups shall include but are not limited to:

- a. The synodical women’s organization;**
- b. The organizations for men and youth, ~~if and when established as synodical units~~ Lutheran Men in Mission and Lutheran Youth Organization (LYO);**

7B. Saint Paul Area Synod (3H)

Background from the Saint Paul Area Synod:

S7.15. Change to reflect current practice

S7.29. To reflect the dissolution of LYO in this synod

S8.55. To align the synod constitution with the ELCA model constitution for synods

S9.03. Amend and move S9.03. to S9.03.01. Addition of title to provide greater clarity to this section

S9.04., which addresses changes in the re-election of the bishop, was presented in 2010 for plenary discussion.

To amend by eliminating the conference process in the re-election of a bishop

S9.11. To delete to reflect changes in governance structure of regions

S9.12. S9.14. To re-number the following because of the inclusion of the mandatory provision †S9.12.

S9.13. S9.16. To re-number the following because of the inclusion of the mandatory provision †S9.12.

S10.03. To amend because of current governance of regions and to re-number accordingly

S11.05., S11.06., and S11.07. To change the following constitution provisions to bylaws, so that they align with the format of S10.01.04., S10.01.05., and S10.01.06, and to re-number accordingly

S11.20. and S11.21. To delete provisions for leadership teams because they are no longer assigned program responsibility

S11.40. and S11.41. To re-number

To ratify amendments to the constitution of the Saint Paul Area Synod as presented to the 2010 Saint Paul Area Synod Assembly and adopted by a two-thirds vote of the voting members present and voting at the 2011 Saint Paul Area Synod Assembly:

~~S7.15. The Synod Council shall determine the time and place for each Synod Assembly, and be responsible for the preparation of its proposed agenda and program. The Bishop, in consultation with the Synod Council, shall determine the time and place for each Synod Assembly and be responsible for the preparation of its proposed agenda, and program.~~

~~S7.29. Voting membership of the synod assembly shall include six youth representatives from the Lutheran Youth Organization Board. [In the Saint Paul Area Synod, the local expression of the Lutheran Youth Organization is Lutheran Youth Networking for Christ (LYNC).]~~

~~S8.55. Should the vice president, secretary, or treasurer die, resign, or be unable to serve, the Synod Council shall appoint an interim officer to fill the vacancy for the duration of the term or until the officer is able to serve again. Such a person shall be eligible for regular election to the office by the Synod Assembly. Should the vice president, secretary, or treasurer die, resign, or be unable to serve, the bishop, with the approval of the Executive Committee of the Synod Council, shall arrange for the appropriate care of the responsibilities of the officer until an election of a new officer can be held or, in the case of temporary disability, until the officer is able to serve again. The term of the successor officer, elected by the next Synod Assembly, shall be four years.~~

S9.03. Nominating Committee

~~S9.03.01. There shall be a Nominating Committee consisting of seven members who shall be appointed by the Synod Council to serve for each regular meeting of the Synod Assembly. Additional nominations may be made~~

from the floor for all elections for which nominations are made by the Nominating Committee.

S9.04. Election of a Bishop

The bishop shall be elected by ballot by the Synod Assembly. If there is not an incumbent bishop eligible for re-election, eEach Conference Assembly shall nominate up to three persons for bishop. Those Conference Assemblies shall be held at least 60 days prior to the Synod Assembly. Each of the nominees shall be contacted by the Synod Vice President to determine willingness to be to be a candidate for bishop. All persons responding affirmatively shall submit background information using a uniform format to the synod office at least 45 days prior to the Synod Assembly. The background information shall be sent to all voting members at least 30 days prior to the Synod Assembly. The first ballot shall be the candidates of the Conference Assemblies and the nominations from the floor of the Synod Assembly. Three-fourths of the legal votes cast shall be necessary for election on the first ballot.

When the incumbent bishop is eligible and available to serve a second term, the election by the Synod Assembly for the next term shall be by ecclesiastical ballot, without a conference nominating process. Three-fourths of the legal votes cast shall be necessary for election on the first ballot. If no one is elected, the first ballot shall be considered a nominating ballot.

The second ballot shall be limited to the seven persons (plus ties) who received the greatest number of legal votes on the first ballot, and three-fourths of the legal votes cast shall be necessary for election.

The third ballot shall be limited to fi ve persons (plus ties) who receive the greatest number of legal votes on the second ballot, and two-thirds of the legal votes shall be necessary for election.

The fourth ballot shall be limited to three persons (plus ties) who receive the greatest number of legal votes on the third ballot, and 60 percent of the legal votes cast shall be necessary for election.

On subsequent ballots a majority of the legal votes cast shall be necessary for election. These ballots shall be limited to the two persons (plus ties) who receive the greatest number of legal votes on the previous ballot.

Seconding speeches or statements by the candidates may be permitted before any ballot, according to the rules adopted by the Synod Assembly.

In the event of the death or resignation of the bishop of the synod, the Synod Council shall appoint an interim bishop for the length of the vacancy. This person shall be precluded from candidacy for election as bishop of the synod at the next election.

~~S9.11. The Synod Council shall elect or appoint representatives to the steering committee of its region.~~

~~S9.12.~~ S9.14. Candidates for election by the Synod Council to the boards of agencies and institutions affiliated with this Synod shall be nominated by the Nominating Committee or by the agency or institution. ~~The Nominating Committee shall nominate persons for election by the Synod Council to the boards of agencies and institutions affiliated with this synod.~~

~~S9.13.~~ S9.16. The Nominating Committee shall nominate persons for election by the Synod Assembly to serve as the youth member of the Synod Council. A youth shall be someone who is 14–17 years of age or entering 10–12 grade at the time of his/her election.

S10.03. The functions of the Synod Council shall be to:

- a) Exercise trusteeship responsibilities on behalf of this synod.
- b) Recommend program goals and budgets to the regular meetings of the Synod Assembly.
- c) Carry out the resolutions of the Synod Assembly.
- d) Provide for an annual review of the roster of ordained ministers and of other official rosters, receive and act upon appropriate recommendations regarding those persons whose status is subject to reconsideration and action under the constitution and bylaws of the Evangelical Lutheran Church in America, and make a report to the Synod Assembly of the Synod Council's actions in this regard.
- e) Issue letters of call to ordained ministers and letters of call to associates in ministry, deaconesses, and diaconal ministers as authorized by Chapter 7 of the constitution and bylaws of the Evangelical Lutheran Church in America.
- f) Fill vacancies until the next regular meeting of the Synod Assembly except as may otherwise be provided in the constitution or bylaws of this synod, and determine the fact of the incapacity of an officer of this synod.
- g) Report its actions to the regular meeting of the Synod Assembly.
- h) Perform such other functions as are set forth in the bylaws of this synod, or as may be delegated to it by the Synod Assembly.
- ~~i) Appoint members of the Region 3 Steering Committee according to the Region 3 Orders of Governance and the rotation for representation defined by the Steering Committee.~~
- jj) Appoint members to the boards of Partners in Ministry in accordance with the partner ministries' governing documents.

~~S11.05.~~ S11.01.02. Should a synod committee member elected by the Synod Assembly die, resign or be unable to serve, the Synod Council shall appoint a replacement until the next Synod Assembly at which time a person shall be elected to complete the term.

~~S11.06.~~ S11.01.03. Should a synod committee member elected by a conference die, resign or be unable to serve, the Synod Council shall appoint a replacement until the next Conference Assembly at which time a person shall be elected to complete the term.

S11.07. S11.01.04. Should a synod committee member elected by the Synod Council die, resign or be unable to serve, the Synod Council shall appoint a replacement to complete the term.

~~S11.20. Synod Council Leadership Teams~~

~~S11.21. A Synod Council Leadership Team is a unit of the synod to which is assigned policy responsibility for an identified portion of the program of the synod. The description of such leadership teams and their functions shall be set forth in the bylaws. The leadership teams shall establish task forces as the Synod Council may from time to time determine.~~

~~S11.40. S11.20. Task Force~~

~~S11.41. S11.21. A task force is a temporary unit of the synod which is assigned responsibility for an identified portion of the program work of this synod. Such assignment may be made by the Synod Assembly or by the Synod Council. Normally its term of existence is defined by the unit which establishes it. It is subject to annual review by the initiating unit. Membership is determined by the initiating unit.~~

7C. Southeastern Iowa Synod (5D)

~~S7.23. All ordained ministers on leave from call, all associates in ministry on leave from call, all deaconesses of the Evangelical Lutheran Church in America on leave from call, and all diaconal ministers of this church on leave from call, all of whose names appear on the rosters of this synod, shall have the privilege of voice and vote at all meetings of the Synod Assembly. The presiding bishop of the Evangelical Church in America and such other official representatives of this church as may be designated from time to time by the Church Council shall have voice but not vote in the meeting of the Synod Assembly, unless the presiding bishop or other representative is already a voting member of the Synod Assembly under another provision of this constitution or bylaws. The privilege of voice but not vote shall be accorded to those additional persons whom the Synod Assembly or the Synod Council shall from time to time designate.~~

S7.42. This synod shall be responsible for assembly expenses for persons who are not serving as voting members sent by their congregations, agencies or institutions but whose participation is expected by the Synod Council, such as the four officers of this synod, synod staff, and members of Synod Council. This synod shall also be responsible for assembly expenses for members of this synod's organizational units ~~boards, committees, ministry teams,~~ and such others whose attendance the Synod Council specifically requests.

7D. North/West Lower Michigan Synod (6B)

Background from the North/West Lower Michigan Synod

A current bylaw states:

S8.51.02. The normal terms of office of the Secretary and the Vice President shall not begin and end in the same calendar year. Therefore these terms shall not end at the same Synod Assembly.

To enable the continuation of an overlap in terms between the office of Secretary and Vice President, a change in the constitution under S8.55. is necessary. Notification was sent to all congregations on November 15, 2010, proposing the following amendment, which was adopted by a two-thirds vote at the 2011 Synod Assembly.

S8.55. Should the vice-president or secretary die, resign, or be unable to serve, the bishop, with the approval of the Executive Committee of the Synod Council shall arrange for the appropriate care of the responsibilities of the officer until an election of a new officer can be held or, in the case of temporary disability, until the officer is able to serve again. The term of the successor officer, elected by the next Synod Assembly, shall be ~~four years~~ the unfulfilled term of the previously elected officer.

7E. South-Central Synod of Wisconsin (5K)

S7.17. The synod bishop shall appoint a ~~resolutions~~ reference and counsel committee for each meeting of the Synod Assembly. All resolutions not previously received for inclusion on the meeting agenda shall be introduced to the Synod Assembly for inclusion on the agenda and referred to this committee. The committee shall put resolutions in proper form, eliminate duplication where similar resolutions are offered, and insure that all resolutions relating to a specific subject will be offered in logical sequence. The Synod Assembly shall approve these appointments.

S9.05. The Nominating Committee shall nominate at least ~~two persons~~ one person for vice-president; additional nominations may be made from the floor.

S9.06. The Synod Council shall nominate ~~two persons~~ at least one person for secretary; additional nominations may be made from the floor.

7F. Southeastern Synod (9D)

S7.12.b. If the special meeting of the Synod Assembly is for the purpose of electing a successor bishop because of death, resignation, or inability to serve, the special meeting shall be called by the presiding bishop of this church in cooperation with the Synod Council.

S7.24. Ordained ministers under call on the roster of this synod shall remain as members of the Synod Assembly so long as they remain under call and so long as their names appear on the roster of ordained ministers of this synod. Associates in ministry, deaconesses of the Evangelical Lutheran Church in America, and diaconal ministers of this church serving under call on the roster of this synod shall remain as members of the Synod Assembly so long as they

remain under call and so long as their names appear on the official lay roster of this synod. Lay members of the Synod Assembly representing congregations shall continue as such until replaced by the election of new members or until they have been disqualified by termination of membership. Normally, congregations will hold elections prior to each regular meeting of the Synod Assembly.

S13.11. When ~~the a~~ pastor or when an associate in ministry, deaconess, or diaconal minister resigns, the Congregation Council shall receive the letter of resignation, report it to the congregation, and at once notify the bishop of this synod.

7G. Oregon Synod (1E)

The 2011 Oregon Synod Assembly gave second approval for changing "Committee" to "Board of Trustees" in provisions S15.42. and S15.43. of the Oregon Synod Constitution.

S15.42. An Endowment Fund-~~Committee~~ Board of Trustees shall direct the activities of the Fund and shall have fiduciary responsibility for the Fund. ~~The Committee~~ Board of Trustees will consist of 9 members elected by the Synod Assembly to three-year, staggered terms. Members may be once reelected. The bishop and the treasurer of this synod will be members ex-officio.

The 2011 Oregon Synod Assembly also gave second approval to the following other changes in the Oregon Synod Constitution regarding the Endowment Fund:

S15.41. The Oregon Synod Endowment Fund shall be maintained as a ~~restricted~~ clearly segregated fund of the Oregon Synod. (*Remainder is unchanged*)

S15.43. The Endowment Fund-~~Committee~~ Board of Trustees shall focus on ministry through major gifts and estate planning, working to enhance the practice of Christian stewardship to educate persons in the ministry needs of the Church, and to provide the opportunity to participate in the work and vision of the Church both now and for years to come. Further, the Endowment Fund ~~Committee~~ Board of Trustees shall:

(a.-b. unchanged)

- c. submit a budget recommendation annually to the ~~treasurer~~ Synod Council for inclusion ~~without change and clearly segregated from other synod activities~~ in this synod's annual budget pursuant to S15.12. ~~Expenditure authorizations are subject to revision in light of changing conditions by the Endowment Fund Committee,~~
- d. designate a Custodian and other persons, as necessary, to execute the instructions of the ~~Committee~~ Board of Trustees, and
- e. propose such constitution, bylaws, and continuing resolution changes to the Synod Council ~~for adoption by the assembly~~ and enact such operating guidelines, investment directions and other procedures as may be required for the preservation and orderly management of the Fund.

7H. Eastern Washington-Idaho Synod (1D)

S7.32. *Robert's Rules of Order*, latest edition, shall govern parliamentary procedure of the Synod Assembly.

S9.04.a.A11. *This continuing resolution shall be normative in the election of the bishop: No additional nominations may be made from the assembly floor.*

S9.04. The bishop shall be elected by the Synod Assembly from among those nominated in the following manner:

- a. Each cluster may submit up to three names of those whom they wish to nominate for the office of bishop and shall submit written vitae for each nominee, said vitae to adhere to a format established by the elections committee; names of said nominees and their vitae shall then be published in the voting members' pre-assembly packet.
- ~~b. Additional spoken nominations may later be made from the assembly floor, providing written vitae following the established format are then available to the voting members.~~
- ~~eb.~~ Three-fourths of the votes cast shall be necessary for election on the first ballot.
- ~~dc.~~ The second ballot shall be limited to the seven persons (plus ties) who received the greatest number of votes on the first ballot, and two-thirds of the votes cast shall be necessary for election.
- ~~ed.~~ The third ballot shall be limited to the three persons (plus ties) who received the greatest number of votes on the second ballot, and 60 percent of the votes cast shall be necessary for election.
- ~~fe.~~ Prior to the casting of the third ballot, the three or more persons to appear on the ballot, if they are present, shall be invited to address the Assembly.
- ~~gf.~~ On subsequent ballots a majority of the votes cast shall be necessary for election. These ballots shall be limited to the two persons (plus ties) who receive the greatest number of votes on the previous ballot.

7I. Southwestern Minnesota (3F)

Background from the synod:

The 2011 Southwestern Minnesota Synod Assembly voted to delete S11.20. through S11.20.08. from the Constitution, Bylaws, and Continuing Resolutions of the Southwestern Minnesota Synod of the ELCA. Deletion of the bylaws S11.20.01. through S11.20.08. was reported to the secretary of this church in accordance with †S18.21. Deletion of the title provision, S11.20., shall become effective upon ratification by the Church Council, in accordance with †S18.13. The deleted bylaws are included below only as information.

~~S11.20. Conference Call Process Teams~~

~~**S11.20.01.** Each conference shall have a call process team to assist congregations and other ministry agencies in the calling of ordained ministers and rostered lay ministers within the conference.~~

~~**S11.20.02.** Each team shall consist of one lay female, one lay male and one ordained minister from the conference. These three call process team members must represent three different parishes within the conference. The synod bishop, or a synod minister~~

~~appointed by the bishop, shall also serve on each team. The call process team members may temporarily recruit members from adjacent conferences at their discretion.~~

~~S11.20.03. The members of each team (other than the synod bishop or synod minister) shall be elected by the conference assembly from a slate of nominees prepared by the conference nominating committee or conference officers.~~

~~S11.20.04. The term of office for team members elected by the conference assembly shall be three years. Such team members may be re-elected by the conference assembly to an additional three-year term. A conference may establish a process where the terms of its team members are staggered.~~

~~S11.20.05. Unexpired terms of team members from a conference may be filled by appointment by the conference dean in consultation with the conference chairperson.~~

~~S11.20.06. Each team shall meet as needed.~~

~~S11.20.07. Each team shall:~~

- ~~_____ a) provide for exit interviews;~~
- ~~_____ b) provide guidance for self-study in the congregation or other ministry agency;~~
- ~~_____ c) recommend and present candidates for call to congregations and other ministry agencies;~~
- ~~_____ d) in consultation with the bishop provide for the installation of ordained ministers and rostered lay ministers in congregations and ministry agencies;~~
- ~~_____ e) make a concerted effort to become acquainted with the ordained ministers and rostered lay ministers of the synod as well as congregations and ministry agencies within their conference;~~
- ~~_____ f) maintain strictest confidentiality in all matters relating to the call process;~~
- ~~_____ g) in complex special circumstances when they recognize a need for assistance before the call process proceeds, request support from synod staff who may call in specialized teams to assist with the call process;~~
- ~~_____ h) perform such other duties as may be assigned by the synod assembly, the synod council or the bishop.~~

~~S11.20.08. All conference teams shall meet together in plenary session, as convened by the synod bishop, at least once a year to review and consider changes in the synod call process. Changes to the synod call process must be ratified by the synod council.~~

8. Acknowledgment of Independent Lutheran Organizations

Bylaw 14.21.16. in the Constitution, Bylaws, and Continuing Resolutions of the Evangelical Lutheran Church in America states:

The Church Council shall establish the criteria and policies for the relationship between this church and independent, cooperative, and related Lutheran organizations. The policies adopted by the Church Council shall be administered by the appropriate unit of the churchwide organization. The determination of which organization shall relate to a specific unit of the churchwide organization shall be made by the Church Council.

At its April 2006 meeting, the Church Council of the Evangelical Lutheran Church in America voted [CC06.04.27] to approve a revised "Policy on Relationships of Churchwide Units with Independent Lutheran Organizations." The revision was made necessary by changes in structure, governance, and the Constitution, Bylaws, and Continuing Resolutions of the Evangelical Lutheran Church in America.

In accordance with the revised policy, the Rev. Stephen P. Bouman, executive director of the Congregational and Synodical Mission unit, in consultation with the Office of the Treasurer, recommends that the Wartburg Foundation be acknowledged as an independent Lutheran organization in relationship to the Evangelical Lutheran Church in America through the Congregational and Synodical Mission unit.

CC ACTION *[EN BLOC]*

Recommended:

To acknowledge, in accordance with bylaw 14.21.16. of the Constitution, Bylaws, and Continuing Resolutions of the Evangelical Lutheran Church in America and the “Policy on Relationships of Churchwide Units with Independent Lutheran Organizations,” the Wartburg Foundation, which will relate to the Evangelical Lutheran Church in America through the Congregational and Synodical Mission unit.

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REORGANIZATION AGREEMENT

By and Among:

American Baptist Risk Management, Inc.,
an Illinois corporation;

APCU Risk Management, Inc.,
an Illinois corporation;

ELCA Risk Management, Inc.,
an Illinois corporation;

The United Methodist Higher Education Association
an Illinois corporation; and

Educational & Institutional Insurance Administrators, Inc.
an Illinois corporation.

Dated as of July 21, 2011

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REORGANIZATION AGREEMENT

This Reorganization Agreement (this "Agreement") dated as of the latest date set forth on the signature page of this Agreement, is made and entered into by and among **American Baptist Risk Management, Inc. ("ABRM")**, **APCU Risk Management, Inc. ("APCURM")**, **ELCA Risk Management, Inc. ("ELCARM")** and **The United Methodist Higher Education Association ("UMHEA")**, (hereinafter sometimes referred to jointly as the "**Merging Corporations**"), and **Educational & Institutional Insurance Administrators, Inc. ("EIIA")**.

WHEREAS, each of the **Merging Corporations** and **EIIA** is a not for profit corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, the board of directors of each of the **Merging Corporations** and **EIIA** deems it advisable that **ABRM**, **APCURM**, **ELCARM** and **UMHEA** be merged with and into **EIIA**; and

WHEREAS, the **Merging Corporations'** and **EIIA's** boards of directors have adopted resolutions approving plans of merger, and the **Merging Corporations'** boards of directors have directed that the plans be submitted to the **Merging Corporations'** members for approval; and

WHEREAS, upon execution of this Agreement, the plans of merger shall be submitted to the **Merging Corporations'** members for approval.

NOW THEREFORE, in consideration of the respective representations, warranties, covenants and commitments of the **Merging Corporations** and **EIIA** set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **ABRM**, **APCURM**, **ELCARM**, **UMHEA** and **EIIA** agree as follows:

Article I **Agreement to Merge**

Subject to the terms and conditions of this Agreement, **ABRM**, **APCURM**, **ELCARM** and **UMHEA** will each enter into a separate Plan of Merger with **EIIA** in accordance with the provisions of the General Not For Profit Corporation Act of 1986 of the State of Illinois (the "Illinois Act") to be effective on a date selected by **EIIA** which such date shall be no sooner than October 1, 2011, and no later than June 30, 2012, conforming in all respects to the forms attached hereto as Exhibits A, B, C and D, respectively. **EIIA** shall be the surviving corporation of each of the mergers.

Article II **Closing**

The closing of the mergers and the other transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of **EIIA** at 1:00 p.m. (CST) two business days after the date of the last meeting of the members of the **Merging Corporations** held to approve the respective mergers of the **Merging Corporations** into **EIIA** (the "**Closing Date**").

Article III
Due Diligence

3.1 Initial Delivery of Financial Statements. Attached hereto as Schedules 3.1.1 through 3.1.5 are audited balance sheets for **EIIA** and each of the **Merging Corporations** as of September 30, 2010, or December 31, 2010, in the case of **UMHEA** (individually, an “**Audited Balance Sheet**” or collectively, the “**Audited Balance Sheets**”) and an unaudited balance sheet through June 30, 2011 (“**Closing Date Balance Sheet**”). Such balance sheets have been prepared in accordance with generally accepted accounting principles (GAAP), except as may be modified by this Agreement or by agreement of all the parties to this Agreement.

3.2 Preclosing Delivery of Financial Statements. Each of the **Merging Corporations** and **EIIA** agrees that it will keep each of the other **Merging Corporations** and **EIIA** advised following the delivery of its **Audited Balance Sheet** and **Closing Date Balance Sheet** of any material changes not in the ordinary course of business subsequent to the date of the **Closing Date Balance Sheet**.

Article IV
Mergers

4.1 General Effect of Mergers. Except as otherwise provided in this Agreement, upon the mergers becoming effective, **EIIA** shall possess all the rights, privileges, immunities and franchises of a public, as well as a private nature, of each of the **Merging Corporations** as provided in Exhibits A, B, C and D and the Illinois Act.

4.2 Transfer of Assets and Liabilities. Each of **ABRM**, **APCURM**, **ELCARM** and **UMHEA** agrees that all of their respective assets and liabilities, existing as of the effective date of their respective mergers with and into **EIIA**, will be transferred to **EIIA** upon the effective date of their respective mergers, which shall all occur on the same date.

4.3 Articles of Incorporation. Upon the mergers becoming effective, **EIIA**’s Articles of Incorporation shall be the Articles of Incorporation attached hereto as Exhibit E, until amended in accordance with the Illinois Act. The Articles of Incorporation attached hereto as Exhibit E generally provide that for the allocation of the residual assets to the following classes of eligible Members pursuant to the following percentage interests:

UMC Members	60%
ELCA Members	23%
PCUSA Members	15%
ABC Members	<u>2%</u>
	100%

4.4 Bylaws. Upon the mergers becoming effective, **EIIA**’s bylaws shall be the bylaws attached hereto as Exhibit F, until the same shall be altered, amended or repealed as therein provided.

4.5 Memberships. All members in good standing of each of the **Merging Corporations** immediately prior to the effective date of the mergers shall upon the effective date of the mergers automatically become members in good standing of **EIIA**, with such membership rights, privileges, obligations and liabilities as set forth in **EIIA's** bylaws. Any participation agreements between any of the **Merging Corporations** and its members shall be terminated, and each of the members of **EIIA** will be required to execute a new membership agreement with **EIIA**.

4.6 Recording Assets and Liabilities. The assets and liabilities of each of the **Merging Corporations**, at the effective date of the mergers, shall be recorded on the books of **EIIA** at the amounts at which they respectively shall, on such effective date, be carried on the books of **ABRM, APCURM, ELCARM** and **UMHEA**.

4.7 Directors. Upon the mergers becoming effective, the directors of **EIIA** shall be those persons who are listed in the attached Exhibit G. Thereafter, other persons may be elected as directors from time to time in accordance with **EIIA's** bylaws.

4.8 Officers. Upon the mergers becoming effective, **EIIA's** officers shall be those set forth below:

Chair	Jennifer Braaten
Vice-Chair	Ken Westphal
President	Siri Gadbois
Vice President	Mary Ellen Moriarty
Secretary	Steve Garwood
Treasurer	Steve Garwood
Assistant Treasurer	John Roskopf
Assistant Secretary	Peter Curtis
Assistant Secretary	Marion Hernandez
Assistant Secretary	Mary Ellen Moriarty

The term of each officer of **EIIA** listed above shall begin as of the effective date of the mergers and shall continue in accordance with **EIIA's** bylaws. Thereafter, other persons may be elected or appointed as officers from time to time in accordance with **EIIA's** bylaws.

4.9 Tax Exempt Status. **EIIA** shall apply for a federal income tax exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), as soon as practicable after the effective date of the mergers.

4.10 College Insurance Company. The parties agree that:

(a) effective upon the mergers of the **Merging Corporations** with and into **EIIA, EIIA** will become the sole member of College Insurance Company, a Vermont captive insurance company;

(b) following the mergers of the **Merging Corporations** with and into **EIIA, EIIA**, as the sole member of College Insurance Company, will cause:

(i) the surplus notes of College Insurance Company currently held by any of the parties to this Agreement to be consolidated into one surplus note issued to **EIIA**;

(ii) the Members Agreement dated March 25, 2009, between and among College Insurance Company and its members to be terminated. The Members Agreement currently provides for the purchase by College Insurance Company of the surplus notes referred to in subsection (i) above in certain instances and specifies that the purchase price in the event of such purchase shall be the amount received by College Insurance Company for the surplus note, plus the following "Additional Amounts" as defined in the Members Agreement:

Purchased From	Additional Amount
EIIA	\$356,908
ELCARM	\$178,566
APCURM	\$114,680
ABRM	\$0
Total	\$650,154

The termination of the Members Agreement will eliminate any purchase pricing requirement for the consolidated surplus note issued to EIIA.

(iii) the Amended and Restated Articles of Incorporation attached hereto as Exhibit H to be adopted as the Articles of Incorporation of College Insurance Company; and

(iv) the Amended and Restated Bylaws attached hereto as Exhibit I to be adopted as the Bylaws of College Insurance Company.

By approving this Agreement, each of the **Merging Corporations** and **EIIA** expressly consents to the actions set forth above.

4.11 College Risk Retention Group. The parties agree that:

(a) effective upon the mergers of the **Merging Corporations** with and into **EIIA, EIIA** will become the sole member of College Risk Retention Group, Inc., a Vermont risk retention group;

(b) following the mergers of the **Merging Corporations** with and into **EIIA**, **EIIA**, as the sole member of College Risk Retention Group, Inc., will cause:

(i) the surplus notes of College Risk Retention Group, Inc. currently held by any of the parties to this Agreement to be consolidated into one surplus note issued to **EIIA**;

(ii) the Members Agreement dated as of April 14, 2009, between and among College Risk Retention Group, Inc. and its members to be terminated;

(iii) the Amended and Restated Articles of Incorporation attached hereto as Exhibit J to be adopted as the Articles of Incorporation of College Risk Retention Group; and

(iv) the Amended and Restated Bylaws attached hereto as Exhibit K to be adopted as the Bylaws of College Risk Retention Group.

By approving this Agreement, each of the **Merging Corporations** and **EIIA** expressly consents to the actions set forth above.

4.12 College Risk Purchasing Group. The parties agree that that:

(a) effective upon the mergers of the **Merging Corporations** with and into **EIIA**, **EIIA** will become the sole member of College Risk Purchasing Group, Inc., an Illinois risk purchasing group;

(b) following the mergers of the **Merging Corporations** with and into **EIIA**, **EIIA**, as the sole member of College Risk Purchasing Group, Inc. will cause:

(i) the Amendment to College Risk Purchasing Group, Inc.'s Articles of Incorporation attached hereto as Exhibit L to be adopted; and

(ii) the Amended and Restated Bylaws attached hereto as Exhibit M to be adopted as the Bylaws of College Risk Purchasing Group, Inc.

By approving this Agreement, each of the **Merging Corporations** and **EIIA** expressly consents to the actions set forth above.

Article V
ABRM's Representations and Warranties

As a material inducement to the other **Merging Corporations** and **EIIA** entering into this Agreement, and with the understanding that the other **Merging Corporations** and **EIIA** will be relying thereon in consummating this Agreement, **ABRM** represents and warrants to the other **Merging Corporations** and **EIIA** that the statements contained in this Article V are, to its knowledge, correct and complete as of the date of this Agreement, except as set forth in the disclosure statement accompanying this Agreement and delivered to the **other Merging Corporations** on or before the **Closing** (the "**ABRM Disclosure Statement**"). The **ABRM**

Disclosure Statement will be arranged in paragraphs corresponding to the Section numbers of this Article V.

5.1 Incorporation and Corporate Power. **ABRM** is a not for profit corporation duly incorporated, validly existing and in good standing under the laws of the State of Illinois and has all requisite corporate power and authority and all authorizations, licenses, permits and certifications necessary to own and operate its properties and to carry on its business as now conducted. **ABRM** does not own any equity interest in any partnership, joint venture, corporation, limited liability company, other organization, entity or enterprise of any form or nature, other than its interests in College Insurance Company, College Risk Retention Group and College Risk Purchasing Group, which is not reflected in its balance sheets.

5.2 Authority. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by **ABRM's** board of directors and no other corporate proceedings on the part of **ABRM** are necessary to authorize this Agreement or to consummate the **ABRM** transactions contemplated hereby; provided, however, that **ABRM** cannot consummate this Agreement unless and until it receives the requisite approval of its members. This Agreement has been duly and validly executed and delivered by **ABRM** and constitutes a valid, legal and binding agreement which is enforceable against **ABRM** in accordance with its terms.

5.3 No Breach. The execution, delivery and performance of this Agreement by **ABRM** and the consummation by **ABRM** of the transactions contemplated by this Agreement do not, and will not, conflict with or result in a breach of any of the provisions of, constitute a default under, result in violation of, result in the creation of a right of termination or acceleration of any lien, security interest, charge or encumbrance upon any assets of **ABRM** which will have a materially adverse effect on **ABRM's** business, or require any authorization, consent, approval, exemption or other action by or notice to any court or other governmental body, under the provisions of **ABRM's** articles of incorporation or bylaws.

5.4 Approvals. Except for the filings required to be made to the Secretary of State of Illinois in connection with the transactions contemplated by this Agreement, to **ABRM's** knowledge, **ABRM** is not required to submit any notice, report or other filing with any governmental authority in connection with the execution or delivery by it of this Agreement or the consummation of the transactions contemplated hereby. No approval or authorization of any governmental or regulatory authority or any other party or person is required to be obtained by **APCURM** in connection with the execution, delivery and performance of this Agreement or the transactions contemplated hereby, except for:

- (a) the approval by its members; and
- (b) the approval of the Secretary of State of Illinois, which is necessary in order to consummate the transactions contemplated by this Agreement.

5.5 Due Diligence. **ABRM** has conducted such due diligence regarding the appropriateness of its merger with and into **EIIA** as it has deemed appropriate.

5.6 Financial Statements. ABRM has furnished or made available to the other **Merging Corporations** and **EIIA** copies of its **Audited Balance Sheet** and **Closing Date Balance Sheet** as required by Sections 3.1 and 3.2.

5.7 Absence of Undisclosed Liabilities. ABRM has no known undisclosed liabilities (whether accrued, absolute, contingent, unliquidated or otherwise, whether due to become due, and regardless of when asserted) arising out of transactions entered into, or any action or inaction, or any state of facts existing, with respect to or based upon transactions or events occurring prior to the date of this Agreement, except liabilities which have arisen or may arise after the date of the **Closing Date Balance Sheet** in the ordinary course of business.

5.8 No Material Changes. Since the date of its **Closing Date Balance Sheet**, there has been no material adverse change in the business or financial condition of ABRM which has not been disclosed to the other **Merging Corporations** and **EIIA**.

5.9 Taxes.

(a) ABRM is qualified under Section 501(c)(3) of the Code as a tax exempt organization and has: (i) timely filed all returns, declarations, reports, estimates, information returns, and statements ("**ABRM Returns**") required to be filed by it in respect of any taxes or required to be filed by it by a taxing authority having jurisdiction; and (ii) timely and properly paid (or has had paid on its behalf) all taxes shown to be due and payable on such **ABRM Returns** and any such **ABRM Returns** properly reflect the liability for taxes of ABRM.

(b) There are no liens for taxes upon any assets of ABRM, except liens for taxes not yet due.

(c) No deficiency for any taxes has been proposed, asserted or assessed against ABRM that has not been resolved and paid in full. No waiver, extension or comparable consent given by ABRM regarding the application of the statute of limitations with respect to any taxes or **ABRM Returns** is outstanding, nor is any request for any such waiver or consent pending. There is no tax audit or other administrative proceeding or court proceeding with regard to any taxes or **ABRM Returns** pending, nor has there been any notice to ABRM by any taxing authority regarding any such tax audit or other proceeding, nor has ABRM received notice of any such tax audit or other proceeding threatened with regard to any taxes or **ABRM Returns**. ABRM is not aware of any unresolved questions, claims or disputes concerning the liability for taxes of ABRM.

5.10 Litigation. ABRM is not a party to, or the subject of, any litigation pending or threatened except that which ABRM has disclosed to the other **Merging Corporations** and **EIIA**. ABRM is not the subject of any investigation by any governmental or quasi-governmental body or agency or legal, administrative or arbitration proceeding, and there are no facts which might result in or form the basis for any such investigation or proceeding. There is no outstanding judgment, order, injunction or decree affecting ABRM or its properties, assets or business or preventing the consummation of this Agreement.

5.11 Condition of Assets. ABRM owns a good and marketable title to each of the tangible personal properties and tangible and intangible assets reflected on the most recent

version of its **Closing Date Balance Sheet**, or acquired since the date thereof, free and clear of all liens and encumbrances, except for (i) liens for taxes not yet due or delinquent or being contested in good faith by appropriate proceedings, (ii) liens identified in the **Closing Date Balance Sheet**, (iii) assets disposed of since the most recent **Closing Date Balance Sheet** in the ordinary course of business, and (iv) liens imposed by law and incurred in the ordinary course of business for obligations not yet due or delinquent.

5.12 Unfunded Liabilities. **ABRM** will not, as of the **Closing Date**, have any knowingly unfunded liabilities.

5.13 Material Statements. Neither this Agreement nor any of the exhibits, schedules or any of the documents delivered by or on behalf of **ABRM** pursuant to this Agreement nor the **ABRM Disclosure Schedule**, taken as a whole, knowingly contain any untrue statement of a material fact regarding **ABRM** or its business or any of the other matters dealt with in this Article V relating to **ABRM** or the transactions contemplated by this Agreement. This Agreement, the exhibits or schedules hereto, the documents delivered to the other **Merging Corporations** and **EIIA** by or on behalf of **ABRM** pursuant to this Agreement, the **Disclosure Schedule** and its **Audited Balance Sheet** and **Closing Date Balance Sheet** taken as a whole, do not knowingly omit any material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading, and there is no fact known to **ABRM** which has not been disclosed to the other **Merging Corporations** and **EIIA** which materially affect adversely the assets, financial condition, operating results, members, employee or supplier relations, business condition or prospects of **ABRM**.

Article VI **APCURM's Representations and Warranties**

As a material inducement to the other **Merging Corporations** and **EIIA** entering into this Agreement, and with the understanding that the other **Merging Corporations** and **EIIA** will be relying thereon in consummating this Agreement, **APCURM** represents and warrants to the other **Merging Corporations** and **EIIA** that the statements contained in this Article VI are, to its knowledge, correct and complete as of the date of this Agreement, except as set forth in the disclosure statement accompanying this Agreement and delivered to the other **Merging Corporations** on or before the **Closing** (the "**APCURM Disclosure Statement**"). The **APCURM Disclosure Statement** will be arranged in paragraphs corresponding to the Section numbers of this Article VI.

6.1 Incorporation and Corporate Power. **APCURM** is a not for profit corporation duly incorporated, validly existing and in good standing under the laws of the State of Illinois and has all requisite corporate power and authority and all authorizations, licenses, permits and certifications necessary to own and operate its properties and to carry on its business as now conducted. **APCURM** does not own any equity interest in any partnership, joint venture, corporation, limited liability company, other organization, entity or enterprise of any form or nature, other than its interests in College Insurance Company, College Risk Retention Group and College Risk Purchasing Group, which is not reflected in its balance sheets.

6.2 Authority. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by **APCURM's** board of directors and no other corporate proceedings on the part of **APCURM** are necessary to authorize this Agreement or to consummate the **APCURM** transactions contemplated hereby; provided, however, that **APCURM** cannot consummate this Agreement unless and until it receives the requisite approval of its members. This Agreement has been duly and validly executed and delivered by **APCURM** and constitutes a valid, legal and binding agreement which is enforceable against **APCURM** in accordance with its terms.

6.3 No Breach. The execution, delivery and performance of this Agreement by **APCURM** and the consummation by **APCURM** of the transactions contemplated by this Agreement do not, and will not, conflict with or result in a breach of any of the provisions of, constitute a default under, result in violation of, result in the creation of a right of termination or acceleration of any lien, security interest, charge or encumbrance upon any assets of **APCURM** which will have a materially adverse effect on **APCURM's** business, or require any authorization, consent, approval, exemption or other action by or notice to any court or other governmental body, under the provisions of **APCURM's** articles of incorporation or bylaws.

6.4 Approvals. Except for the filings required to be made to the Secretary of State of Illinois in connection with the transactions contemplated by this Agreement, to **APCURM's** knowledge, **APCURM** is not required to submit any notice, report or other filing with any governmental authority in connection with the execution or delivery by it of this Agreement or the consummation of the transactions contemplated hereby. No approval or authorization of any governmental or regulatory authority or any other party or person is required to be obtained by **APCURM** in connection with the execution, delivery and performance of this Agreement or the transactions contemplated hereby, except for:

- (a) the approval by its members; and
- (b) the approval of the Secretary of State of Illinois, which is necessary in order to consummate the transactions contemplated by this Agreement.

6.5 Due Diligence. **APCURM** has conducted such due diligence regarding the appropriateness of its merger with and into **EIIA** as it has deemed appropriate.

6.6 Financial Statements. **APCURM** has furnished or made available to the other **Merging Corporations** and **EIIA** copies of its **Audited Balance Sheet** and **Closing Date Balance Sheet** as required by Sections 3.1 and 3.2.

6.7 Absence of Undisclosed Liabilities. **APCURM** has no known undisclosed liabilities (whether accrued, absolute, contingent, unliquidated or otherwise, whether due to become due, and regardless of when asserted) arising out of transactions entered into, or any action or inaction, or any state of facts existing, with respect to or based upon transactions or events occurring prior to the date of this Agreement, except liabilities which have arisen or may arise after the date of the **Closing Date Balance Sheet** in the ordinary course of business.

6.8 No Material Changes. Since the date of its **Closing Date Balance Sheet**, there has been no material adverse change in the business or financial condition of **APCURM** which has not been disclosed to the other **Merging Corporations** and **EIIA**.

6.9 Taxes.

(a) **APCURM** is qualified under Section 501(c)(3) of the Code as a tax exempt organization and has: (i) timely filed all returns, declarations, reports, estimates, information returns, and statements ("**APCURM Returns**") required to be filed by it in respect of any taxes or required to be filed by it by a taxing authority having jurisdiction; and (ii) timely and properly paid (or has had paid on its behalf) all taxes shown to be due and payable on such **APCURM Returns** and any such **APCURM Returns** properly reflect the liability for taxes of **APCURM**.

(b) There are no liens for taxes upon any assets of **APCURM**, except liens for taxes not yet due.

(c) No deficiency for any taxes has been proposed, asserted or assessed against **APCURM** that has not been resolved and paid in full. No waiver, extension or comparable consent given by **APCURM** regarding the application of the statute of limitations with respect to any taxes or **APCURM Returns** is outstanding, nor is any request for any such waiver or consent pending. There is no tax audit or other administrative proceeding or court proceeding with regard to any taxes or **APCURM Returns** pending, nor has there been any notice to **APCURM** by any taxing authority regarding any such tax audit or other proceeding, nor has **APCURM** received notice of any such tax audit or other proceeding threatened with regard to any taxes or **APCURM Returns**. **APCURM** is not aware of any unresolved questions, claims or disputes concerning the liability for taxes of **APCURM**.

6.10 Litigation. **APCURM** is not a party to, or the subject of, any litigation pending or threatened except that which **APCURM** has disclosed to the other **Merging Corporations** and **EIIA**. **APCURM** is not the subject of any investigation by any governmental or quasi-governmental body or agency or legal, administrative or arbitration proceeding, and there are no facts which might result in or form the basis for any such investigation or proceeding. There is no outstanding judgment, order, injunction or decree affecting **APCURM** or its properties, assets or business or preventing the consummation of this Agreement.

6.11 Condition of Assets. **APCURM** owns a good and marketable title to each of the tangible personal properties and tangible and intangible assets reflected on the most recent version of its **Closing Date Balance Sheet**, or acquired since the date thereof, free and clear of all liens and encumbrances, except for (i) liens for taxes not yet due or delinquent or being contested in good faith by appropriate proceedings, (ii) liens identified in the **Closing Date Balance Sheet**, (iii) assets disposed of since the most recent **Closing Date Balance Sheet** in the ordinary course of business, and (iv) liens imposed by law and incurred in the ordinary course of business for obligations not yet due or delinquent.

6.12 Unfunded Liabilities. **APCURM** will not, as of the **Closing Date**, have any knowingly unfunded liabilities.

6.13 Material Statements. Neither this Agreement nor any of the exhibits, schedules or any of the documents delivered by or on behalf of **APCURM** pursuant to this Agreement nor the **APCURM Disclosure Schedule**, taken as a whole, knowingly contain any untrue statement of a material fact regarding **APCURM** or its business or any of the other matters dealt with in this Article VI relating to **APCURM** or the transactions contemplated by this Agreement. This Agreement, the exhibits or schedules hereto, the documents delivered to the other **Merging Corporations** and **EIIA** by or on behalf of **APCURM** pursuant to this Agreement, the **Disclosure Schedule** and its **Audited Balance Sheet** and **Closing Date Balance Sheet** taken as a whole, do not knowingly omit any material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading, and there is no fact known to **APCURM** which has not been disclosed to the other **Merging Corporations** and **EIIA** which materially affect adversely the assets, financial condition, operating results, members, employee or supplier relations, business condition or prospects of **APCURM**.

Article VII **ELCARM's Representations and Warranties**

As a material inducement to the other **Merging Corporations** and **EIIA** entering into this Agreement, and with the understanding that the other **Merging Corporations** and **EIIA** will be relying thereon in consummating this Agreement, **ELCARM** represents and warrants to the other **Merging Corporations** and **EIIA** that the statements contained in this Article VII are, to its knowledge, correct and complete as of the date of this Agreement, except as set forth in the disclosure statement accompanying this Agreement and delivered to the other **Merging Corporations** on or before the **Closing** (the "**ELCARM Disclosure Statement**"). The **ELCARM Disclosure Statement** will be arranged in paragraphs corresponding to the Section numbers of this Article VII.

7.1 Incorporation and Corporate Power. **ELCARM** is a not for profit corporation duly incorporated, validly existing and in good standing under the laws of the State of Illinois and has all requisite corporate power and authority and all authorizations, licenses, permits and certifications necessary to own and operate its properties and to carry on its business as now conducted. **ELCARM** does not own any equity interest in any partnership, joint venture, corporation, limited liability company, other organization, entity or enterprise of any form or nature, other than its interests in College Insurance Company, College Risk Retention Group and College Risk Purchasing Group, which is not reflected in its balance sheets.

7.2 Authority. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by **ELCARM's** board of directors and no other corporate proceedings on the part of **ELCARM** are necessary to authorize this Agreement or to consummate the **ELCARM** transactions contemplated hereby; provided, however, that **ELCARM** cannot consummate this Agreement unless and until it receives the requisite approval of its members. This Agreement has been duly and validly executed and delivered by **ELCARM** and constitutes a valid, legal and binding agreement which is enforceable against **ELCARM** in accordance with its terms.

7.3 No Breach. The execution, delivery and performance of this Agreement by **ELCARM** and the consummation by **ELCARM** of the transactions contemplated by this

Agreement do not, and will not, conflict with or result in a breach of any of the provisions of, constitute a default under, result in violation of, result in the creation of a right of termination or acceleration of any lien, security interest, charge or encumbrance upon any assets of **ELCARM** which will have a materially adverse effect on **ELCARM's** business, or require any authorization, consent, approval, exemption or other action by or notice to any court or other governmental body, under the provisions of **ELCARM's** articles of incorporation or bylaws.

7.4 Approvals. Except for the filings required to be made to the Secretary of State of Illinois in connection with the transactions contemplated by this Agreement, to **ELCARM's** knowledge, **ELCARM** is not required to submit any notice, report or other filing with any governmental authority in connection with the execution or delivery by it of this Agreement or the consummation of the transactions contemplated hereby. No approval or authorization of any governmental or regulatory authority or any other party or person is required to be obtained by **ELCARM** in connection with the execution, delivery and performance of this Agreement or the transactions contemplated hereby, except for:

- (a) the approval by its members;
- (b) the approval of the Secretary of State of Illinois, which is necessary in order to consummate the transactions contemplated by this Agreement.

7.5 Due Diligence. **ELCARM** has conducted such due diligence regarding the appropriateness of its merger with and into **EIIA** as it has deemed appropriate.

7.6 Financial Statements. **ELCARM** has furnished or made available to the other **Merging Corporations** and **EIIA** copies of its **Audited Balance Sheet** and **Closing Date Balance Sheet** as required by Sections 3.1 and 3.2.

7.7 Absence of Undisclosed Liabilities. **ELCARM** has no known undisclosed liabilities (whether accrued, absolute, contingent, unliquidated or otherwise, whether due to become due, and regardless of when asserted) arising out of transactions entered into, or any action or inaction, or any state of facts existing, with respect to or based upon transactions or events occurring prior to the date of this Agreement, except liabilities which have arisen or may arise after the date of the **Closing Date Balance Sheet** in the ordinary course of business.

7.8 No Material Changes. Since the date of its **Closing Date Balance Sheet**, there has been no material adverse change in the business or financial condition of **ELCARM** which has not been disclosed to the other **Merging Corporations** and **EIIA**.

7.9 Taxes.

(a) **ELCARM** is qualified under Section 501(c)(3) of the Code as a tax exempt organization and has: (i) timely filed all returns, declarations, reports, estimates, information returns, and statements ("**ELCARM Returns**") required to be filed by it in respect of any taxes or required to be filed by it by a taxing authority having jurisdiction; and (ii) timely and properly paid (or has had paid on its behalf) all taxes shown to be due and payable on such **ELCARM Returns** and any such **ELCARM Returns** properly reflect the liability for taxes of **ELCARM**.

(b) There are no liens for taxes upon any assets of **ELCARM**, except liens for taxes not yet due.

(c) No deficiency for any taxes has been proposed, asserted or assessed against **ELCARM** that has not been resolved and paid in full. No waiver, extension or comparable consent given by **ELCARM** regarding the application of the statute of limitations with respect to any taxes or **ELCARM Returns** is outstanding, nor is any request for any such waiver or consent pending. There is no tax audit or other administrative proceeding or court proceeding with regard to any taxes or **ELCARM Returns** pending, nor has there been any notice to **ELCARM** by any taxing authority regarding any such tax audit or other proceeding, nor has **ELCARM** received notice of any such tax audit or other proceeding threatened with regard to any taxes or **ELCARM Returns**. **ELCARM** is not aware of any unresolved questions, claims or disputes concerning the liability for taxes of **ELCARM**.

7.10 Litigation. **ELCARM** is not a party to, or the subject of, any litigation pending or threatened except that which **ELCARM** has disclosed to the other **Merging Corporations** and **EIIA**. **ELCARM** is not the subject of any investigation by any governmental or quasi-governmental body or agency or legal, administrative or arbitration proceeding, and there are no facts which might result in or form the basis for any such investigation or proceeding. There is no outstanding judgment, order, injunction or decree affecting **ELCARM** or its properties, assets or business or preventing the consummation of this Agreement.

7.11 Condition of Assets. **ELCARM** owns a good and marketable title to each of the tangible personal properties and tangible and intangible assets reflected on the most recent version of its **Closing Date Balance Sheet**, or acquired since the date thereof, free and clear of all liens and encumbrances, except for (i) liens for taxes not yet due or delinquent or being contested in good faith by appropriate proceedings, (ii) liens identified in the **Closing Date Balance Sheet**, (iii) assets disposed of since the most recent **Closing Date Balance Sheet** in the ordinary course of business, and (iv) liens imposed by law and incurred in the ordinary course of business for obligations not yet due or delinquent.

7.12 Unfunded Liabilities. **ELCARM** will not, as of the **Closing Date**, have any knowingly unfunded liabilities.

7.13 Material Statements. Neither this Agreement nor any of the exhibits, schedules or any of the documents delivered by or on behalf of **ELCARM** pursuant to this Agreement nor the **ELCARM Disclosure Schedule**, taken as a whole, knowingly contain any untrue statement of a material fact regarding **ELCARM** or its business or any of the other matters dealt with in this Article VII relating to **ELCARM** or the transactions contemplated by this Agreement. This Agreement, the exhibits or schedules hereto, the documents delivered to the other **Merging Corporations** and **EIIA** by or on behalf of **ELCARM** pursuant to this Agreement, the **Disclosure Schedule** and its **Audited Balance Sheet** and **Closing Date Balance Sheet** taken as a whole, do not knowingly omit any material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading, and there is no fact known to **ELCARM** which has not been disclosed to the other **Merging Corporations** and **EIIA** which materially affect adversely the assets, financial condition, operating results, members, employee or supplier relations, business condition or prospects of **ELCARM**.

Article VIII
UMHEA's Representations and Warranties

As a material inducement to the other **Merging Corporations** and **EIIA** entering into this Agreement, and with the understanding that the other **Merging Corporations** and **EIIA** will be relying thereon in consummating this Agreement, **UMHEA** represents and warrants to the other **Merging Corporations** and **EIIA** that the statements contained in this Article VIII are, to its knowledge, correct and complete as of the date of this Agreement, except as set forth in the disclosure statement accompanying this Agreement and delivered to the other **Merging Corporations** on or before the **Closing** (the "**UMHEA Disclosure Statement**"). The **UMHEA Disclosure Statement** will be arranged in paragraphs corresponding to the Section numbers of this Article VIII.

8.1 Incorporation and Corporate Power. **UMHEA** is a not for profit corporation duly incorporated, validly existing and in good standing under the laws of the State of Illinois and has all requisite corporate power and authority and all authorizations, licenses, permits and certifications necessary to own and operate its properties and to carry on its business as now conducted. **UMHEA** does not own any equity interest in any partnership, joint venture, corporation, limited liability company, other organization, entity or enterprise of any form or nature, other than its interests in College Risk Retention Group and College Risk Purchasing Group, which is not reflected in its balance sheets.

8.2 Authority. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by **UMHEA's** board of directors and no other corporate proceedings on the part of **UMHEA** are necessary to authorize this Agreement or to consummate the **UMHEA** transactions contemplated hereby; provided, however, that **UMHEA** cannot consummate this Agreement unless and until it receives the requisite approval of its members. This Agreement has been duly and validly executed and delivered by **UMHEA** and constitutes a valid, legal and binding agreement which is enforceable against **UMHEA** in accordance with its terms.

8.3 No Breach. The execution, delivery and performance of this Agreement by **UMHEA** and the consummation by **UMHEA** of the transactions contemplated by this Agreement do not, and will not, conflict with or result in a breach of any of the provisions of, constitute a default under, result in violation of, result in the creation of a right of termination or acceleration of any lien, security interest, charge or encumbrance upon any assets of **UMHEA** which will have a materially adverse effect on **UMHEA's** business, or require any authorization, consent, approval, exemption or other action by or notice to any court or other governmental body, under the provisions of **UMHEA's** articles of incorporation or bylaws.

8.4 Approvals. Except for the filings required to be made to the Secretary of State of Illinois in connection with the transactions contemplated by this Agreement, to **UMHEA's** knowledge, **UMHEA** is not required to submit any notice, report or other filing with any governmental authority in connection with the execution or delivery by it of this Agreement or the consummation of the transactions contemplated hereby. No approval or authorization of any governmental or regulatory authority or any other party or person is required to be obtained by

UMHEA in connection with the execution, delivery and performance of this Agreement or the transactions contemplated hereby, except for:

- (a) the approval by its members; and
- (b) the approval of the Secretary of State of Illinois, which is necessary in order to consummate the transactions contemplated by this Agreement.

8.5 Due Diligence. **UMHEA** has conducted such due diligence regarding the appropriateness of its merger with and into **EIIA** as it has deemed appropriate.

8.6 Financial Statements. **UMHEA** has furnished or made available to the other **Merging Corporations** and **EIIA** copies of its **Audited Balance Sheet** and **Closing Date Balance Sheet** as required by Sections 3.1 and 3.2.

8.7 Absence of Undisclosed Liabilities. **UMHEA** has no known undisclosed liabilities (whether accrued, absolute, contingent, unliquidated or otherwise, whether due to become due, and regardless of when asserted) arising out of transactions entered into, or any action or inaction, or any state of facts existing, with respect to or based upon transactions or events occurring prior to the date of this Agreement, except liabilities which have arisen or may arise after the date of the **Closing Date Balance Sheet** in the ordinary course of business.

8.8 No Material Changes. Since the date of its **Closing Date Balance Sheet**, there has been no material adverse change in the business or financial condition of **UMHEA** which has not been disclosed to the other **Merging Corporations** and **EIIA**.

8.9 Taxes.

(a) **UMHEA** is intended to be qualified under Section 501(c)(3) of the Code as a tax exempt organization and has: (i) timely filed all returns, declarations, reports, estimates, information returns, and statements ("**UMHEA Returns**") required to be filed by it in respect of any taxes or required to be filed by it by a taxing authority having jurisdiction; and (ii) timely and properly paid (or has had paid on its behalf) all taxes shown to be due and payable on such **UMHEA Returns** and any such **UMHEA Returns** properly reflect the liability for taxes of **UMHEA**.

(b) There are no liens for taxes upon any assets of **UMHEA**, except liens for taxes not yet due.

(c) No deficiency for any taxes has been proposed, asserted or assessed against **UMHEA** that has not been resolved and paid in full. No waiver, extension or comparable consent given by **UMHEA** regarding the application of the statute of limitations with respect to any taxes or **UMHEA Returns** is outstanding, nor is any request for any such waiver or consent pending. There is no tax audit or other administrative proceeding or court proceeding with regard to any taxes or **UMHEA Returns** pending, nor has there been any notice to **UMHEA** by any taxing authority regarding any such tax audit or other proceeding, nor has **UMHEA** received notice of any such tax audit or other proceeding threatened with regard to any

taxes or **UMHEA Returns**. **UMHEA** is not aware of any unresolved questions, claims or disputes concerning the liability for taxes of **UMHEA**.

8.10 Litigation. **UMHEA** is not a party to, or the subject of, any litigation pending or threatened except that which **UMHEA** has disclosed to the other **Merging Corporations** and **EIIA**. **UMHEA** is not the subject of any investigation by any governmental or quasi-governmental body or agency or legal, administrative or arbitration proceeding, and there are no facts which might result in or form the basis for any such investigation or proceeding. There is no outstanding judgment, order, injunction or decree affecting **UMHEA** or its properties, assets or business or preventing the consummation of this Agreement.

8.11 Condition of Assets. **UMHEA** owns a good and marketable title to each of the tangible personal properties and tangible and intangible assets reflected on the most recent version of its **Closing Date Balance Sheet**, or acquired since the date thereof, free and clear of all liens and encumbrances, except for (i) liens for taxes not yet due or delinquent or being contested in good faith by appropriate proceedings, (ii) liens identified in the **Closing Date Balance Sheet**, (iii) assets disposed of since the most recent **Closing Date Balance Sheet** in the ordinary course of business, and (iv) liens imposed by law and incurred in the ordinary course of business for obligations not yet due or delinquent.

8.12 Unfunded Liabilities. **UMHEA** will not, as of the **Closing Date**, have any knowingly unfunded liabilities.

8.13 Material Statements. Neither this Agreement nor any of the exhibits, schedules or any of the documents delivered by or on behalf of **UMHEA** pursuant to this Agreement nor the **UMHEA Disclosure Schedule**, taken as a whole, knowingly contain any untrue statement of a material fact regarding **UMHEA** or its business or any of the other matters dealt with in this Article VIII relating to **UMHEA** or the transactions contemplated by this Agreement. This Agreement, the exhibits or schedules hereto, the documents delivered to the other **Merging Corporations** and **EIIA** by or on behalf of **UMHEA** pursuant to this Agreement, the **Disclosure Schedule** and its **Audited Balance Sheet** and **Closing Date Balance Sheet** taken as a whole, do not knowingly omit any material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading, and there is no fact known to **UMHEA** which has not been disclosed to the other **Merging Corporations** and **EIIA** which materially affect adversely the assets, financial condition, operating results, members, employee or supplier relations, business condition or prospects of **UMHEA**.

Article IX EIIA's Representations and Warranties

As a material inducement to the **Merging Corporations** entering into this Agreement, and with the understanding that the **Merging Corporations** will be relying thereon in consummating this Agreement, **EIIA** represents and warrants to the **Merging Corporations** that the statements contained in this Article IX are, to its knowledge, correct and complete as of the date of this Agreement, except as set forth in the disclosure statement accompanying this Agreement and delivered to the **Merging Corporations** on or before the **Closing** (the "**EIIA Disclosure**

Statement”). The **EIIA Disclosure Statement** will be arranged in paragraphs corresponding to the Section numbers of this Article IX.

9.1 Incorporation and Corporate Power. **EIIA** is a not for profit corporation duly incorporated, validly existing and in good standing under the laws of the State of Illinois and has all requisite corporate power and authority and all authorizations, licenses, permits and certifications necessary to own and operate its properties and to carry on its business as now conducted. **EIIA** does not own any equity interest in any partnership, joint venture, corporation, limited liability company, other organization, entity or enterprise of any form or nature, other than its interest in College Insurance Company, which is not reflected in its balance sheets.

9.2 Authority. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by **EIIA’s** board of directors and no other corporate proceedings on the part of **EIIA** are necessary to authorize this Agreement or to consummate the **EIIA** transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by **EIIA** and constitutes a valid, legal and binding agreement which is enforceable against **EIIA** in accordance with its terms.

9.3 No Breach. The execution, delivery and performance of this Agreement by **EIIA** and the consummation by **EIIA** of the transactions contemplated by this Agreement do not, and will not, conflict with or result in a breach of any of the provisions of, constitute a default under, result in violation of, result in the creation of a right of termination or acceleration of any lien, security interest, charge or encumbrance upon any assets of **EIIA** which will have a materially adverse effect on **EIIA’s** business, or require any authorization, consent, approval, exemption or other action by or notice to any court or other governmental body, under the provisions of **EIIA’s** articles of incorporation or bylaws.

9.4 Approvals. Except for the filings required to be made to the Secretary of State of Illinois in connection with the transactions contemplated by this Agreement, to **EIIA’s** knowledge, **EIIA** is not required to submit any notice, report or other filing with any governmental authority in connection with the execution or delivery by it of this Agreement or the consummation of the transactions contemplated hereby. No approval or authorization of any governmental or regulatory authority or any other party or person is required to be obtained by **EIIA** in connection with the execution, delivery and performance of this Agreement or the transactions contemplated hereby, except for:

(a) the approval by General Board of Higher Education and Ministry of The United Methodist Church to the amendments to the Bylaws of **EIIA** effected by this Agreement; and

(b) the approval of the Secretary of State of Illinois, which is necessary in order to consummate the transactions contemplated by this Agreement.

9.5 Due Diligence. **EIIA** has conducted such due diligence regarding the appropriateness of its merger with each of the **Merging Corporations** as it has deemed appropriate.

9.6 Financial Statements. EIIA has furnished or made available to the **Merging Corporations** copies of its **Audited Balance Sheet** and **Closing Date Balance Sheet** as required by Sections 3.1 and 3.2.

9.7 Absence of Undisclosed Liabilities. EIIA has no known undisclosed liabilities (whether accrued, absolute, contingent, unliquidated or otherwise, whether due to become due, and regardless of when asserted) arising out of transactions entered into, or any action or inaction, or any state of facts existing, with respect to or based upon transactions or events occurring prior to the date of this Agreement, except liabilities which have arisen or may arise after the date of the **Closing Date Balance Sheet** in the ordinary course of business or as disclosed in Section 9.10.

9.8 No Material Changes. Since the date of its **Closing Date Balance Sheet**, there has been no material adverse change in the business or financial condition of EIIA which has not been disclosed to the **Merging Corporations**.

9.9 Taxes.

(a) EIIA is qualified under Section 501(c)(3) of the Code as a tax exempt organization and has: (i) timely filed all returns, declarations, reports, estimates, information returns, and statements ("**EIIA Returns**") required to be filed by it in respect of any taxes or required to be filed by it by a taxing authority having jurisdiction; and (ii) timely and properly paid (or has had paid on its behalf) all taxes shown to be due and payable on such **EIIA Returns** and any such **EIIA Returns** properly reflect the liability for taxes of EIIA.

(b) There are no liens for taxes upon any assets of EIIA, except liens for taxes not yet due.

(c) No deficiency for any taxes has been proposed, asserted or assessed against EIIA that has not been resolved and paid in full. No waiver, extension or comparable consent given by EIIA regarding the application of the statute of limitations with respect to any taxes or **EIIA Returns** is outstanding, nor is any request for any such waiver or consent pending. There is no tax audit or other administrative proceeding or court proceeding with regard to any taxes or **EIIA Returns** pending, nor has there been any notice to EIIA by any taxing authority regarding any such tax audit or other proceeding, nor has EIIA received notice of any such tax audit or other proceeding threatened with regard to any taxes or **EIIA Returns**. EIIA is not aware of any unresolved questions, claims or disputes concerning the liability for taxes of EIIA.

9.10 Litigation. EIIA is not a party to, or the subject of, any litigation pending or threatened except that which EIIA has previously disclosed to the **Merging Corporations** or as described in this Section 9.10. EIIA is not the subject of any investigation by any governmental or quasi-governmental body or agency or legal, administrative or arbitration proceeding, and there are no facts which might result in or form the basis for any such investigation or proceeding. There is no outstanding judgment, order, injunction or decree affecting EIIA or its properties, assets or business or preventing the consummation of this Agreement.

(a) EIIA is currently a party to Bryant v. Lambuth University, which is currently pending in the Chancery Court of Madison County, Tennessee (No. 66629). This case

involves a student at Lambuth University. Shortly after coming to campus in the Fall of 2006, the student started to complain of various maladies such as headaches, nausea and poor vision. She attributed her conditions to mold in the shower stall in her dorm. She left campus in December 2006 and subsequently filed a Complaint against Lambuth for her medical bills and related damages. The claim was tendered to the general liability insurer, Lexington Insurance Company, who subsequently denied the claim due to a mold exclusion. In January 2009 a Complaint was filed by Lambuth University against EIIA and Lexington Ins. Co. and its successor company Chartis Insurance Company, to compel both parties to provide coverage. Both the Lexington insurance policy and the EIIA Participation Agreement contain arbitration clauses. EIIA has retained counsel in Tennessee, who has prepared and filed on behalf of EIIA a Motion to Dismiss Pending Arbitration.

(b) In July 2011 MacMurray College suffered a flood loss to a number of its insured structures located in Flood Zones which are subject to a special flood deductible of approximately \$1,500,000. MacMurray College alleges that EIIA failed to inform it of the flood zones and that the College could have purchased additional coverage to mitigate the \$1,500,000. EIIA has notified its errors and omissions insurance carrier of this potential claim, which would be subject to a \$125,000 deductible.

9.11 Condition of Assets.

(a) EIIA owns a good and marketable title to each of the tangible personal properties and tangible and intangible assets reflected on the most recent version of its **Closing Date Balance Sheet**, or acquired since the date thereof, free and clear of all liens and encumbrances, except for (i) liens for taxes not yet due or delinquent or being contested in good faith by appropriate proceedings, (ii) liens identified in the **Closing Date Balance Sheet**, (iii) assets disposed of since the most recent **Closing Date Balance Sheet** in the ordinary course of business, and (iv) liens imposed by law and incurred in the ordinary course of business for obligations not yet due or delinquent.

(b) The equipment and other tangible assets used by EIIA in the conduct of its business are, in all material respects, in good condition and repair, ordinary wear and tear excepted, and are adequate and suitable for the purposes for which they are currently being used.

9.12 Unfunded Liabilities. EIIA will not, as of the **Closing Date**, have any knowingly unfunded liabilities.

9.13 Material Statements. Neither this Agreement nor any of the exhibits, schedules or any of the documents delivered by or on behalf of EIIA pursuant to this Agreement nor the **EIIA Disclosure Schedule**, taken as a whole, knowingly contain any untrue statement of a material fact regarding EIIA or its business or any of the other matters dealt with in this Article IX relating to EIIA or the transactions contemplated by this Agreement. This Agreement, the exhibits or schedules hereto, the documents delivered to the **Merging Corporations** by or on behalf of EIIA pursuant to this Agreement, the **Disclosure Schedule** and its **Audited Balance Sheet** and **Closing Date Balance Sheet** taken as a whole, do not knowingly omit any material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading, and there is no fact known to EIIA which has not been

disclosed to the **Merging Corporations** which materially affect adversely the assets, financial condition, operating results, members, employee or supplier relations, business condition or prospects of **EIIA**.

Article X
Pre-Closing Covenants

10.1 Covenants of Merging Corporations Pending the Effective Date of the Mergers. From the date of this Agreement until the effective date of the mergers, each of the **Merging Corporations** covenants and agrees that it will:

(a) not, without the prior written approval of the other **Merging Corporations** and **EIIA**, take any action that would cause such **Merging Corporation** to knowingly bring any unfunded liability to **EIIA**;

(b) use its reasonable best efforts to take all actions and to do all things necessary, proper, or advisable in order to consummate and make effective the mergers (including satisfaction, but not waiver, of the closing conditions set forth in Article XI below);

(c) conduct the business of such **Merging Corporation** only in the ordinary course of such **Merging Corporation**'s business, on an arm's-length basis and in accordance in all material respects with all applicable laws, rules and regulations and such **Merging Corporation**'s past custom and practice;

(d) take no action other than in the ordinary course of business and in a manner consistent with past practice with respect to accounting policies and procedures;

(e) use its best efforts to preserve intact such **Merging Corporation**'s business organization and goodwill, maintain satisfactory relationships with its members and others having business relationships with such **Merging Corporation**;

(f) take no action intentionally which would render, or which reasonably may be expected to render, any representation or warranty made by it in this Agreement untrue at the **Closing Date**;

(g) notify each of the other **Merging Corporations** and **EIIA** if it becomes aware of anything that may have a material adverse effect on its business or operations;

(h) afford each of the other **Merging Corporations** and **EIIA** continued full access to all information previously requested and provided during the due diligence performed prior to the execution of this Agreement, including supporting documentation relevant to its **Audited Balance Sheet** and **Closing Date Balance Sheets**; and

(i) notify its members of the meeting to vote on the merger of the **Merging Corporation** into **EIIA** as soon as practicable after the **Closing Date**.

10.2 Covenants of EIIA Pending the Effective Date of the Mergers. From the date of this Agreement until the effective date of the mergers, **EIIA** covenants and agrees that it will:

- (a) use its reasonable best efforts to take all actions and to do all things necessary, proper, or advisable in order to consummate and make effective the mergers (including satisfaction, but not waiver, of the closing conditions set forth in Article XI below);
- (b) conduct the business of **EIIA** only in the ordinary course of **EIIA**'s business, on an arm's-length basis and in accordance in all material respects with all applicable laws, rules and regulations and **EIIA**'s past custom and practice;
- (c) take no action other than in the ordinary course of business and in a manner consistent with past practice with respect to accounting policies and procedures;
- (d) use its best efforts to preserve intact **EIIA**'s business organization and goodwill, maintain satisfactory relationships with members of the **Merging Corporations** and others having business relationships with **EIIA**;
- (e) take no action intentionally which would render, or which reasonably may be expected to render, any representation or warranty made by it in this Agreement untrue at the **Closing Date**;
- (f) notify each of the **Merging Corporations** if it becomes aware of anything that may have a material adverse effect on its business or operations; and
- (g) afford each of the **Merging Corporations** continued full access to all information previously requested and provided during the due diligence performed prior to the execution of this Agreement, including supporting documentation relevant to its **Audited Balance Sheet** and **Closing Date Balance Sheet**.

Article XI **Conditions to Closing**

11.1 Conditions to Closing. The respective obligations of each of the **Merging Corporations** and **EIIA** to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by the other **Merging Corporations** and **EIIA**) of the following conditions on or before the **Closing Date**:

- (a) The representations and warranties of each of the **Merging Corporations** and **EIIA** set forth in this Agreement shall be true and correct in all material respects at and as of the **Closing Date** as though then made and as though the **Closing Date** had been substituted for the date of this Agreement throughout such representations and warranties (taking into account any disclosures by the **Merging Corporations** or **EIIA** of discoveries, events or occurrences arising on or after the date hereof);
- (b) Each of the **Merging Corporations** and **EIIA** shall have performed in all material respects all of the covenants and agreements required to be performed and complied with by it under this Agreement prior to the **Closing Date**;

(c) Each of the **Merging Corporations** and **EIIA** shall have obtained, or caused to be obtained, each consent and approval required for the consummation of the transactions contemplated by this Agreement;

(d) Except for the filings required to be made to the Secretary of State of Illinois in connection with the transactions contemplated by this Agreement, receipt of the approval of the Secretary of State, and all material governmental filings, authorizations and approvals that are required for the consummation of the transactions contemplated by this Agreement shall have been duly made and obtained;

(e) There shall not be threatened, instituted or pending any material action or proceeding, before any court or governmental authority or agency, domestic or foreign, (i) challenging or seeking to make illegal, or to delay or otherwise directly or indirectly restrain or prohibit, the consummation of the transactions contemplated hereby or seeking to obtain material damages in connection with such transactions, (ii) seeking to invalidate or render unenforceable any material provision of this Agreement, or (iii) otherwise relating to and materially adversely affecting the transactions contemplated hereby;

(f) None of the **Merging Corporations** or **EIIA** shall have discovered any material fact or circumstance existing as of the date of this Agreement which has not been disclosed to the other **Merging Corporations** and **EIIA** as of the date of this Agreement regarding the business, assets, properties, condition (financial or otherwise), results of operations or prospects of the **Merging Corporations** or **EIIA** which is, individually or in the aggregate with other such facts and circumstances, materially adverse to the **Merging Corporations** or **EIIA**;

(g) There shall have been no material damage, destruction or loss to any property or properties owned or used by the **Merging Corporations** or **EIIA**, not covered by insurance, which, in the aggregate, has, or would be reasonably likely to have, a material adverse effect on the **Merging Corporations** or **EIIA**;

(h) Each of the **Merging Corporations** and **EIIA** is satisfied that the **Audited Balance Sheet** and **Closing Date Balance Sheet** prepared by the other **Merging Corporations** and **EIIA** have been prepared in accordance with the procedures and methodologies set forth in Sections 3.1 and 3.2 and that they reflect, as adjusted, no unfunded liabilities other than those agreed to by the other **Merging Corporations** and **EIIA**;

(i) Each of the **Merging Corporations** and **EIIA** shall have delivered to **EIIA** the following:

(i) a certificate of the President of the **Merging Corporation** and **EIIA**, dated as of the **Closing Date**, stating that the conditions precedent set forth in Sections 11.1(a) and 11.1(b) above have been satisfied;

(ii) copies of any material third party consents, approvals and authorizations referred to in Sections 11.1(c) and 11.1(d);

(iii) a certificate (dated as of the **Closing Date**) executed on behalf of the **Merging Corporation** or **EIIA** setting forth a copy of each of (a) the text of the resolutions adopted by the Board of Directors of the **Merging Corporation** or **EIIA**, and in the case of a **Merging Corporation**, the **Merging Corporation's** members authorizing the execution, delivery and performance of this Agreement and the consummation of all of the transactions contemplated by this Agreement, and (b) further certifying that such copies are true, correct and complete, and that such resolutions were duly adopted and have not been amended or rescinded;

(iv) a copy of the **Merging Corporation's** or **EIIA's Audited Balance Sheet** and **Closing Date Balance Sheet** updated as of the **Closing Date** certified by the President of the **Merging Corporation** or **EIIA** that they have been prepared in accordance with the procedures and methodologies set forth in Sections 3.1 and 3.2 and that they reflect no unfunded liabilities other than those agreed to by the other **Merging Corporations** and **EIIA**; and

(v) evidence that the Lead Directors of **EIIA** have been appointed in accordance with the Bylaws of **EIIA** attached hereto as Exhibit F.

Article XII **Post-Closing Covenants**

12.1 Execution of Plans of Merger. Provided all of the conditions to closing described in Article XI above have been satisfied, **ABRM, APCURM, ELCARM, UMHEA** and **EIIA**, shall execute the Plans of Merger conforming respectively to Exhibits A, B, C and D attached hereto, and such other documents as are necessary to effect the mergers of **ABRM, APCURM, ELCARM** and **UMHEA** respectively with and into **EIIA**.

12.2 Filing of Plans of Merger. Upon execution of such merger agreements, each of the **Merging Corporations** and **EIIA** shall file such Plan of Merger and any other necessary documents with the Illinois Secretary of State to assure that the mergers of the **Merging Corporations** with and into **EIIA** are effective as of the same date, which shall be no later than June 30, 2012.

12.3 Further Actions. In case at any time after the effective date of the mergers any further action is necessary to carry out the purposes of this Agreement, each of the **Merging Corporations** and **EIIA** will take such further action (including the execution and delivery of such further instruments and documents) as any of the other **Merging Corporations** or **EIIA**, reasonably may request.

Article XIII **Termination**

13.1 Termination. This Agreement may be terminated at any time prior to the **Closing Date**:

- (a) by the mutual consent of all of the **Merging Corporations** and **EIIA**;

(b) by any of the **Merging Corporations** or **EIIA**, if there has been a material misrepresentation, breach of warranty or breach of covenant on the part of another **Merging Corporation** or **EIIA** in the representations, warranties and covenants set forth in this Agreement;

(c) by any of the **Merging Corporations** or **EIIA**, if the transactions contemplated by this Agreement have not been consummated by June 30, 2012; provided that, no **Merging Corporation** or **EIIA** will be entitled to terminate this Agreement pursuant to this Section 13.1(c) if such party's willful breach of any term of this Agreement has prevented the consummation of the transactions contemplated by this Agreement; or

(d) by any of the **Merging Corporations** or **EIIA** if, after the date hereof, there shall have been a material adverse change in the financial condition or business of another **Merging Corporation** or **EIIA** or if an event shall have occurred which, so far as reasonably can be foreseen, would result in any such change, except to the extent such change is directly caused by such **Merging Corporation** or **EIIA**.

13.2 Effect of Termination. If any of the **Merging Corporations** or **EIIA** terminates this Agreement pursuant to Section 13.1 above, all rights and obligations of the **Merging Corporations** and **EIIA** under this Agreement shall terminate without any liability on the part of any of the parties to this Agreement, to any other parties to this Agreement; provided however, the parties shall remain liable for willful breaches of this Agreement prior to the time of such termination.

Article XIV **Miscellaneous**

14.1 Amendments. This Agreement may not be amended except in a writing executed by all of the **Merging Corporations** and **EIIA**.

14.2 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when personally delivered or three days after being mailed, if mailed by first class mail, return receipt requested, or when receipt is acknowledged, if sent by overnight courier service, facsimile, telecopy or other electronic transmission device. Notices, demands and communications to any of the **Merging Corporations** or **EIIA** will, unless another address is specified in writing, be sent to the address indicated below:

Notice to ABRM:

Ms. Marsha Denniston
Vice President Business &
Finance
University of Sioux Falls
1101 W. 22nd Street
Sioux Falls, SD 57105

Notice to APCURM:

Dr. John A. Roush
President
Centre College
600 W. Walnut Street
Danville, KY 40422-1394

Notice to **ELCARM:**

Mr. Kenneth C. Westphal
Vice President for Finance &
Treasurer
Gustavus Adolphus College
800 West College Avenue
St. Peter, MN 56082

Notice to **UMHEA:**

Dr. Larry L. Earvin
President
Huston-Tillotson University
900 Chicon Street
Austin, TX 78702

Notice to **EIIA:**

Dr. Jennifer L. Braaten
President, Ferrum College
P.O. Box 1000
Ferrum, VA 24088-9004

with a copy in each case to:

Ms. Siri S. Gadbois
c/o Educational & Institutional Insurance Administrators, Inc.
200 South Wacker Drive
Suite #1000
Chicago, IL 60606

14.3 Successor/Assigns. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party hereto without the prior written consent of all of the **Merging Corporations** and **EIIA**.

14.4 Interpretation. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14.5 Exhibits and Schedules. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

14.6 Integration. This Agreement, the schedules, the other exhibits hereto, and the other documents referred to herein contain the complete Agreement among the parties and supersede any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

14.7 Counterparts. This Agreement may be executed in two or more counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement shall not be binding until it is executed by all of the parties hereto.

14.8 Governing Law. The law of the State of Illinois will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

SIGNATURE PAGE FOLLOWS


IN WITNESS WHEREOF, each of **ABRM, APCURM, ELCARM, UMHEA** and **EIIA** has executed this Agreement as of the respective dates set forth below.

American Baptist Risk Management, Inc.

By 
Ms. Marsha Denniston, Chair


Date: July 21, 2011

APCU Risk Management, Inc.

By 
Dr. John A. Roush, Chair

Date: July 21, 2011

ELCA Risk Management, Inc.

By 
Mr. Kenneth C. Westphal, Chair

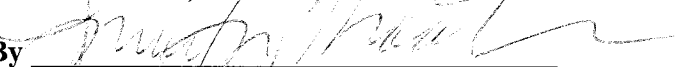
Date: July 21, 2011

The United Methodist Higher Education Association

By 
Dr. Larry V. Earvin, Chair

Date: July 21, 2011

Educational & Institutional Insurance Administrators, Inc.

By 
Dr. Jennifer Braaten, Chair

Date: July 21, 2011

EXHIBITS

A.	Plan of Merger for ABRM and EIIA	LLBL Doc. 1770652v6
B.	Plan of Merger for APCURM and EIIA	LLBL Doc. 1791451v3
C.	Plan of Merger for ELCARM and EIIA	LLBL Doc. 1791453v3
D.	Plan of Merger for UMHEA and EIIA	LLBL Doc. 1791456v3
E.	EIIA 's Articles of Incorporation following the Mergers	LLBL Doc. 1742257v5
F.	EIIA 's Bylaws following the Mergers	LLBL Doc. 1770730v12
G.	EIIA 's Board of Directors following the Mergers	N/A
H.	CIC 's Articles of Incorporation following the Mergers	LLBL Doc. 1035370v32
I.	CIC 's Bylaws following the Mergers	LLBL Doc. 1035474v26
J.	CRRG 's Articles of Incorporation following the Mergers	LLBL Doc. 1554265v12
K.	CRRG 's Bylaws following the Mergers	LLBL Doc. 1554373v10
L.	CRPG 's Amendment to Articles of Incorporation following the Mergers	LLBL Doc. 1788739v5
M.	CRPG 's Bylaws following the Mergers	LLBL Doc. 1559446v14

SCHEDULES

3.1.1	September 30, 2010 and June 30, 2011 Balance Sheets for ABRM
3.1.2	September 30, 2010 and June 30, 2011 Balance Sheets for APCURM
3.1.3	September 30, 2010 and June 30, 2011 Balance Sheets for ELCARM
3.1.4	December 31, 2010 and June 30, 2011 Balance Sheets for UMHEA
3.1.5	September 30, 2010 and June 30, 2011 Balance Sheets for EIIA

CHURCHWIDE ASSEMBLY ASSIGNMENTS
ELCA Church Council Members
2011 Churchwide Assembly
Orlando, Florida

AD-HOC COMMITTEE:
Social Statement on Genetics

Previous assemblies have permitted the presiding bishop, in accordance with the Rules of Procedure, to name members to “ad hoc” committees to receive and process any amendments proposed to items on the assembly agenda. The members of this committee work in consultation with the Committee of Reference and Counsel and with voting members who have brought amendments for consideration by the assembly related to the social statement on genetics. The committee will bring a report and recommendations to the assembly regarding implementation of the amendments.

CC Program and Services Committee	Sandra Schlesinger (<i>chair</i>); Jack Munday; and Susan McArver
Conference of Bishops	Steven Ullestad
ELCA Studies Team	Roger Willer; Victor Thasiah; Marcus Kunz
Social Statement Task Force	Per Anderson and Janet Williams, co-chairs

COMMITTEE OF REFERENCE AND COUNSEL

(appointed November 2010)

Churchwide bylaw 12.51.11., in regard to the Churchwide Assembly, provides for the appointment of a Committee of Reference and Counsel to review items—proposed resolutions—that are not germane to items contained in the stated agenda of the assembly and also to review all changes or additions to the constitution and bylaws submitted by voting members at the assembly. The 15-member committee includes members of the Church Council, voting members of the assembly, and two representatives of the Conference of Bishops. Church Council members are: John Emery, co-chair; Louise Hemstead, co-chair; William Horne; and Keith Hunsinger. Staff resources will be Walter May and John Hessian.

Resource people may join the committee for the following:

- For consideration of amendments to the LIFT recommendations (Monday evening, August 15): Deborah Chenoweth, Wyvetta Bullock, Dee Pederson.
- For consideration of LIFT-related amendments to the *Constitution, Bylaws and Continuing Resolutions* (Monday evening, August 15): those named above, plus Mark Helmke, Mark Johnson, Robert Bacher, Richard Torgerson.
- For consideration of other amendments to the *Constitution, Bylaws and Continuing Resolutions* (Wednesday evening, August 17): Mark Helmke, Mark Johnson.

MEMORIALS COMMITTEE

(appointed November 2010)

Churchwide bylaw 12.51.21., in regard to the Churchwide Assembly, provides for the appointment of a Memorials Committee to review memorials from synodical assemblies and make recommendations for assembly action. The 15-member committee includes members of the Church Council, voting members of the assembly, and two representatives of the Conference of Bishops. The Church Council appoints the committee at its November meeting prior to the Churchwide Assembly to allow for adequate notice to people for their participation in the meeting of the Memorials Committee subsequent to the completion of synodical assemblies. Church Council members are: Steve Loy, co-chair; Heather Lubold, co-chair; Lynette Reitz; and Jeff Sorenson.

HEARINGS

Hearings will be held on Monday morning, August 15. There are two sessions. Please note the following:

- It is the responsibility of the chair to facilitate the discussion and to introduce the staff and any other resource people present.
- In all instances, there will be one or more resource people who are responsible for answers; those anticipated are indicated below. The primary purpose of hearings is to respond to questions, but initial brief presentations may be made. If the hearing is an update on something that is not on the assembly's agenda (see below), the presentation may be longer.
- Please start the hearing promptly so that the hour can be used efficiently.
- Since the hearings are not legislative, no action will be forthcoming and no motions are in order.
- It is wise to establish guidelines for discussion, including a two-minute time limit on speeches and questions.
- According to the rules of the assembly, persons with voice include: voting members, advisory members, resource persons, and official visitors. Other guests may attend only if space permits, but have no voice.
- Please check with the unit director indicated as you plan for the hearing.
- Recorders are responsible for recording the tone of the meeting, the approximate number of persons present, and any helpful ideas that come forward. The informal report can be turned in to Carlos Peña at his place in the plenary hall. Legible handwritten notes are fine.
- CC members not assigned to chair or record hearings or updates are encouraged to participate.

Session I: Monday, August 15 (8:30 - 9:30 a.m.)

LIFT Overview

Chair: Deborah Chenoweth

Recorder: Baron Blanchard

[Resource people: Dee Pederson; Wyvetta Bullock; Karl Reko, Kenneth Inskeep; Dick Graham]

Constitutional Revisions: Redesign and General

Chair: Mark Helmke

Recorder: Raymond Miller

[Resource people: David Swartling; Ruth Hamilton; Wyvetta Bullock; Mark Johnson]

ELCA Malaria Campaign

Chair: Rachel Connelly
Recorder: Rebecca Brakke
[Resource people: Andrea DeGroot-Nesdahl; Daniel Rift (session 2)]

Social Statement on Genetics

Chair: Sandy Schlesinger
Recorder: Jack Munday
[Resource people: Per Anderson and Janet Williams, co-chairs; Roger Willer; Marcus Kunz]

World Hunger Appeal/Disaster Response (update)

Chair: David Anderson
Recorder: Phil Wold
[Resource people: Daniel Rift; Kevin Massey]

Roadmap for Mission (CSM): Rerooting Congregations, Synods and Partners (update)

Chair: Pablo Obregon
Recorder: Rebecca Carlson
[Resource people: Stephen Bouman; others TBD]

Session II: Monday, August 15 (9:45 - 10:45 a.m.)

Book of Faith Initiative (update)

Chair: Kathryn Tiede
Recorder: Karin Graddy
[Resource people: Diane Jacobson; Paul Lutz; Mark Wilhelm; Scott Tunseth; Beth Lewis; Bill Huff]

Constitutional Revisions: LIFT

Chair: Mark Helmke
Recorder: Mark Johnson
[Resource people: David Swartling; Dee Pederson; Wyvetta Bullock; Robert Bacher; Karl Reko; Kenneth Inskeep; Dick Graham; Mark Johnson]

ELCA Malaria Campaign

Chair: Rachel Connelly
Recorder: Blaire Smith
[Resource people: Andrea DeGroot-Nesdahl]

Social Statement on Genetics

Chair: Sandy Schlesinger
Recorder: Susan McArver
[Resource people: Per Anderson and Janet Williams, co-chairs; Roger Willer; Marcus Kunz]

Churchwide Budget

EVANGELICAL LUTHERAN CHURCH IN AMERICA
CHURCH COUNCIL

August 14, 2011

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Chair: Ann Niedringhaus

Recorder: Amsalu Geleta

[Resource people: Wyvetta Bullock; Christina Jackson-Skelton; Gary Brugh; Linda Norman]

Roadmap for Mission (Global Mission): Where are We Going in God's Name? (update)

Chair: Susan Langhauser

Recorder: David Truland

[Resource people: Rafael Malpica-Padilla; others TBD]

PRAYERS AT THE BEGINNING AND CLOSING OF SESSIONS

Church Council members in their last term on the Council normally have been invited to lead these brief times for singing and prayer. The persons planning worship will select a hymn and write a brief prayer to be read by the council member. Prior to each prayer, Bishop Hanson will light a candle, inviting the assembly to a time of silence.

There will be a brief rehearsal on Monday afternoon, August 15 during the pre-assembly Church Council orientation in the plenary hall. If you have questions, please contact Scott Weidler (x2554).

Monday, August 15

Plenary 1 (3:25 p.m.)

Closing Prayer

David Anderson

Plenary 2 (8:55 p.m.)

Hymn and Prayer

Heather Lubold

Tuesday, August 16

Plenary 3 (8:00 a.m.)

Hymn, Scripture, and Prayer

Baron Blanchard

Plenary 3 (10:55 a.m.)

Closing Prayer

Ann Niedringhaus

Wednesday, August 17

Plenary 4 (8:15 a.m.)

Hymn, Scripture, and Prayer

Lynette Reitz

Plenary 4 (10:25 a.m.)

Closing Prayer

Mark Helmke

Plenary 5 (5:25 p.m.)

Hymn and Prayer

Steven Loy

Thursday, August 18

Plenary 6 (8:15 a.m.)

Hymn, Scripture, and Prayer

David Truland

Plenary 6 (10:25 a.m.)

Closing Prayer

Sandy Schlesinger

Plenary 7 (5:25 p.m.)

Hymn and Prayer

Jeff Sorenson

Friday, August 19

Plenary 8 (8:15 a.m.)

Hymn and Prayer

Keith Hunsinger

Revised August 5, 2011

August 14, 2011

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PRAYER TEAM

The Churchwide Assembly “prayer team” is prepared to pray periodically throughout the assembly, particularly before major votes. Prayers should seek the guidance of the Holy Spirit, not request or imply a specific result in voting. The team will include synod bishops, synod vice presidents, and members of the Church Council.

Church Council Becky Brakke; Rebecca Carlson; Rachel Connelly; Karin Graddy;
Keith Hunsinger; Raymond Miller; Blaire Smith; Jeff Sorenson; Phil Wold

Conference of Bishops Bishop Margaret Payne; Bishop Duane Pederson

Synod Vice Presidents Yolanda Tanner

“READY BENCH” SPEAKERS

The “ready bench” speakers are identified members of the Church Council. Each will be prepared to speak on behalf of the Church Council in response to a specific question raised by a voting member in plenary session. The speaker is to craft a response to be spoken without notes. If no talking points have been provided, the speaker is asked to work from Church Council minutes and exhibits and seek input from churchwide staff. Responses are to be no more than two minutes in length.

- Topics:**
1. Social Statement on Genetics (*Sandy Schlesinger*)
 2. ELCA Malaria Campaign (~~Carlos Peña~~ **Rachel Connelly**)
 3. LIFT (*Deb Chenoweth*)
 4. LIFT Constitutional Changes (*Mark Helmke*)
 5. Constitutional Amendments (*Mark Helmke*)
 6. Churchwide Biennial Budget (*Ann Niedringhaus*) – talking points provided

MENTORS FOR CHURCH COUNCIL CLASS OF 2017

Clergy

Sierra Pacific Synod (2A) - Bill Horne

Northwestern Minnesota Synod (3D) - Susan McArver

Texas-Louisiana Gulf Coast Synod (4F) - Rebecca Carlson

Indiana-Kentucky Synod (6C) – Louise A. Hemstead

Lower Susquehanna Synod (8D) – ~~Iván A. Pérez~~ **Rachel Connelly**

Yvonne Marshall – Philip R. Wold

Lay Female

Southern Ohio Synod (6F) - Amsalu T. Geleta

Metropolitan New York Synod (7C) – Pablo Obregon

West Virginia-Western Maryland Synod (8H) - Kathryn A. Tiede

EVANGELICAL LUTHERAN CHURCH IN AMERICA
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Lay Male

Rocky Mountain Synod (2E) - Raymond A. Miller

Eastern North Dakota Synod (3B) – Karin Graddy

Southeast Michigan Synod (6A) - Blaire P. Smith

**REDLINED BYLAW REVISIONS UNDER 8.31 AND 8.32 ALLOWING
A SEMINARY TO BE WITHIN AN ELCA COLLEGE OR UNIVERSITY**

8.30. Relationship with Institutions and Agencies

8.31. Seminaries. This church shall sponsor, support, and provide for oversight of seminaries for the preparation of persons for the ordained and other ministries and for continuing study on the part of ordained ministers and laypersons.

8.31.01. Each seminary of this church shall be separately incorporated or, if unincorporated, shall be a school, department or unit of a college or university of this church. Whether separately incorporated or not, seminaries of this church shall be governed consistent with policies established by the Church Council upon recommendation of the appropriate unit of the churchwide organization. Seminaries may be organized into groupings, known as clusters, for the purposes of cooperation, interaction and support.

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8.31.02. Amendments to the governing documents of each separately incorporated seminary and each seminary cluster shall be submitted, upon recommendation of the appropriate unit of the churchwide organization, to the Church Council for approval. Amendments to the governing documents of a college or university of this church that affect the authority or integrity of an unincorporated seminary of this church associated with that college or university shall be submitted, upon recommendation of the appropriate unit of the churchwide organization, to the Church Council for approval.

8.31.03. The board of directors of each separately incorporated seminary shall be nominated and elected to terms as specified in the governing documents of the respective seminaries, and shall consist of 12 to 30 members, as follows:

- a. At least one-fifth nominated, in consultation with the seminaries, by the appropriate churchwide unit and elected by the Church Council;
- b. Two members elected by the bishops of the supporting synods from among their number; and
- c. The remaining members elected by the supporting synods, in consultation with the seminaries, with the number to be elected by each synod set forth in the governing documents of the seminary.

Elections shall be so arranged that the terms of all directors of any given seminary elected in any year shall commence simultaneously.

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8.31.04. Each unincorporated seminary shall have an advisory council or governing board distinct from the board of directors of the college or university of which the seminary is a school, department or unit. The seminary advisory council or governing board shall relate to the Church Council through the appropriate churchwide unit. The members of the unincorporated seminary's advisory council or governing board shall be

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elected as specified in the governing documents of the related college or university, and shall consist of 12 to 30 members, as follows:

a. At least one-fifth nominated by the Church Council upon recommendation of the appropriate churchwide unit after consultation with the seminary's advisory council or governing board;

b. Two members nominated by the bishops of the supporting synods from among their number;

c. One member, who shall serve as chair of the advisory council or governing board and as a voting member of the board of directors of the college or university, nominated by the Church Council, upon recommendation of the appropriate churchwide unit after consultation with the seminary's advisory council or governing board; and

d. The remaining members to be from the supporting synods, nominated by the seminary's advisory council or governing board in consultation with the supporting synods.

8.31.05. In accordance with the governing documents of each separately incorporated seminary, the board of directors shall elect the president of the seminary in consultation with the presiding bishop of this church and the appropriate churchwide unit. The board shall exercise all other normal governance functions, including the appointment of tenured faculty, and shall have authority to recruit students throughout this church.

8.31.06. Each unincorporated seminary shall have a chief administrative officer, such as an academic dean, seminary provost, or vice president, who is on the roster of ordained ministers of this church. In the appointment or election of the chief administrative officer of the seminary, the college or university shall consult with the seminary advisory council or governing board, the presiding bishop of this church, and the appropriate churchwide unit. The college or university board shall exercise all other normal governance functions, including the appointment of tenured faculty, in consultation with the seminary's advisory council or governing board, and shall have authority to recruit students throughout this church.

8.31.07. The seminaries shall receive churchwide and synodical financial support. The amount of such support shall be determined through a consultation process involving seminaries, synods, and the appropriate churchwide unit. To implement financial support by this church, synods shall be assigned to specific seminaries in such manner as to attain equitable distribution of synods. Normally, all synods in a given region will be assigned to one seminary. Churchwide funds shall be distributed according to a formula developed by the appropriate churchwide unit and approved by the Church Council. Seminaries shall provide for their remaining financial requirements through tuition, fees, endowment income, and fund-raising programs. Fund-raising in the congregations of supporting synods, however, shall be conducted only upon approval of the synods.

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~~8.31.08.~~ Aid to students preparing for the ministries of this church shall be administered by the seminaries under guidelines developed by the appropriate churchwide units in consultation with the presidents of the seminaries and adopted by the Church Council.

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8.32. Colleges and Universities. This church shall express its responsibility for higher education through its colleges and universities, the appropriate churchwide unit as determined by the Church Council, and its synods. While variation is possible in college or university relationships across this church, this church recognizes the desirability of some degree of uniformity of relationship for colleges and universities within the same region.

8.32.01. The relationship of this church to its colleges and universities shall be guided by policies fostering educational institutions dedicated to the Lutheran tradition wherein such institutions are an essential part of God's mission in the world; faithful to the will of God as institutions providing quality instruction in religion and a lively ministry of worship, outreach, and service; diligent in their preparation of leaders committed to truth, excellence, and ethical values; and pledged to the well-being of students in the development of mind, body, and spirit.

8.32.02. Colleges and universities of the Evangelical Lutheran Church in America may relate to this church in various ways, including relationship with the Churchwide Assembly, a synodical assembly, or a corporation whose voting members are, or have been elected by, synodical assemblies, other organizational units (conferences, clusters, etc.), or congregations. Subject to approval by the appropriate synods, a college or university may be owned by a not-for-profit corporation (1) that has voting members, at least 90 percent of whom shall consist of members of the biennial Churchwide Assembly, and (2) that shall hold the biennial meeting of such a corporation in conjunction with the Churchwide Assembly for the purpose of electing or ratifying members of the governing board and approving amendments to the governing documents. At least 60 percent of the members of the governing boards of the corporations that meet in conjunction with the Churchwide Assembly shall be members of this church.

8.32.03. Primary responsibility for recruiting members for its board belongs to each college or university of this church. This responsibility is best exercised when appropriate structures of this church are substantially involved. The college or university and the appropriate synods shall determine how many of the college or university board members are to be elected or ratified by the approved form of relationship as provided in 8.32.02.

8.32.04. The responsibility for initiating changes in constitutional documents rests with each college or university of this church. Each college or university will reach agreement with the appropriate structures of this church as identified in 8.32.02.

regarding changes in constitutional documents. This church's participation may range from prior consultation to final approval.

8.32.05. Representation of members of this church on college or university boards, limitation of terms for board members, whether or not college or university presidents shall be members of this church, and representation of bishops of synods on college or university boards shall be determined by each institution and the appropriate synods.

8.32.06. In addition to and consistent with the above provision 8.32 and bylaws 8.32.01 through 8.32.05, colleges and universities of this church where a school, department or unit of that institution is a seminary of this church must comply with all requirements, policies, procedures and standards specified in provision 8.31 and bylaws 8.31.01 through 8.31.08.



Office of the Secretary
Evangelical Lutheran Church in America
God's work. Our hands.

MEMORANDUM

To: Members of the Legal and Constitutional Review Committee
From: Secretary David D. Swartling
Date: July 19, 2011
Subject: Editorial changes to constitutional amendments

The following are the editorial changes that will be reported to the August 2011 meeting of the Church Council in accordance with the action adopted at the November 2010 council meeting:

Churchwide Organization Redesign

17.20.05.	Retain "and 16.12.14."
17.30.03.	Retain "and 16.12.14."
17.40.02	Retain "and 16.12.14."
17.50.03.	Retain "and 16.12.14."
17.70.A11	Delete
17.70.B11	Delete
17.70.C11	Delete
17.70.D11	Delete
17.60. (proposed)	Re-number to 15.15.
17.60.01. (proposed)	Re-number to 15.15.01.
17.60.02. (proposed)	Re-number to 15.15.02.
17.60.03. (proposed)	Re-number to 15.15.03.
17.60.04. (proposed)	Re-number to 15.15.04.

General

8.40.	Withdrawn from motion
8.41.	Withdrawn from motion
8.41.01.	Withdrawn from motion.
*C6.05.g., h., i.	Substitute "*C6.05." for "9.62."
*C17.04.	Typographical corrections. The last three sentences should read: "Upon the request of ____ voting members of the congregation, the Congregation Council shall submit such notice and call a meeting. Following the adoption of an amendment, the secretary of the congregation shall submit a copy thereof to the synod. Such provisions shall become effective immediately following a vote of approval."

EVANGELICAL LUTHERAN CHURCH IN AMERICA
CHURCH COUNCIL
August 14, 2011
Exhibit E
Page 2

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**ELCA CHURCHWIDE ORGANIZATION
2011 OPERATING RESULTS SUMMARY
FOR THE FIVE MONTHS ENDING JUNE 30, 2011**

The churchwide organization of the Evangelical Lutheran Church in America had income in excess of expense of \$1.7 million in current operating funds for the five-month period ended June 30, 2011, a favorable variance of \$3.5 million from June 30, 2010 and favorable to the period budget by \$5.1 million.

Receipts totaled \$26.8 million for the five-month period compared with \$26.3 million the previous year, an increase of \$0.5 million or 1.8 percent. Expenses related to the current operating fund amounted to \$25.1 million, a decrease of \$3.0 million or 10.7 percent from June 30, 2010. Revenue in the period was favorable to the budget by \$2.1 million or 8.6 percent. Expenses were below the authorized unit spending plans by 10.5 percent.

Income from congregations through synods in the form of Mission Support income for the first five months of 2011 was \$20.0 million, a decrease of \$1.0 million or 4.8 percent. On the other hand, Mission Support income was favorable to the revised budget by \$0.7 million or 3.4 percent.

Other income received for the budgeted programs and operations of the churchwide organization amounted to \$6.7 million compared with \$5.3 million in the first five months of 2010. Income that exceeded the same period in 2010 included income from grants of \$1.0 million, investment income of \$0.6 million, endowment distributions of \$1.2 million, bequests/trusts of \$1.2 million, and other income of \$0.7 million. Income from Vision for Mission of \$0.4 million, missionary sponsorship of \$1.0 million and unit designated gifts of \$91 thousand, were behind budget and the same period in 2010. Income from the Mission Investment Fund of \$0.6 million was on plan.

Contributions to ELCA World Hunger for the five months were \$5.1 million - favorable to the same period in fiscal 2010 by \$0.5 million but slightly unfavorable to budget. Expenses for the period were \$3.3 million, a decrease of \$0.2 million from June 2010. ELCA members contributed an additional \$5.2 million for the ELCA Disaster Response in the first five months of 2011, including \$2.6 million for the Japan Tsumani disaster and \$1.1 million for the U.S. spring storms. This compares to \$8.9 million in revenue for the same period in 2010, of which \$7.7 million was for Haiti earthquake response.

The annual Mission Support budget for 2011 of \$48 million is \$4.6 million or 8.8% lower than the amount received in 2010. While Mission Support income is down after five months, it is favorable to the budget and has increased in 21 synods, a significant improvement from the 2010 fiscal year which closed with increased Mission Support from only one synod. This favorable variance to budget is a positive indication that income is stabilizing, the operating budget is realistic and the churchwide organization can anticipate fully funding the commitments in the 2011 spending plan.

EVANGELICAL LUTHERAN CHURCH IN AMERICA
CURRENT OPERATING FUNDS
SUMMARY OF REVENUE AND EXPENSES
(In Thousands)
For the Period Ended June 30, 2011

	2011 <u>ACTUAL</u>	2011 <u>BUDGET</u>	2010 <u>ACTUAL</u>	Year-to-Date Variance	
				<u>ACTUAL vs BUDGET</u> Favorable/(Unfav)	<u>CURRENT YEAR vs PRIOR YEAR</u> Favorable/(Unfav)
REVENUE					
UNRESTRICTED					
Mission Support	\$ 20,026	\$ 19,361	\$ 21,038	\$ 665	\$ (1,012)
Other	2,436	1,985	2,515	\$ 451	(78)
Total Unrestricted	<u>22,462</u>	<u>21,346</u>	<u>23,553</u>	<u>\$ 1,116</u>	<u>(1,091)</u>
TEMPORARILY RESTRICTED					
Designated Gifts	1,749	1,882	1,870	\$ (133)	(121)
Other	2,559	1,418	866	\$ 1,141	1,693
Total Restricted	<u>4,308</u>	<u>3,300</u>	<u>2,736</u>	<u>\$ 1,008</u>	<u>1,572</u>
TOTAL REVENUE	\$ 26,770	\$ 24,645	\$ 26,289	\$ 2,125	\$ 481
TOTAL EXPENSES	\$ 25,103	\$ 28,050	\$ 28,096	\$ 2,947	\$ 2,993
NET	<u>\$ 1,667</u>	<u>\$ (3,405)</u>	<u>\$ (1,807)</u>	<u>\$ 5,072</u>	<u>\$ 3,474</u>

EVANGELICAL LUTHERAN CHURCH IN AMERICA
CURRENT OPERATING FUNDS
REVENUE SUMMARY
For the Period Ended June 30, 2011

	2011 ACTUAL	2011 BUDGET	2010 ACTUAL	Year-To-Date Variance	
				ACTUAL vs. BUDGET Favorable/(Unfavor)	CURRENT YEAR vs. PRIOR YEAR Favorable/(Unfavor)
UNRESTRICTED					
Mission Support	\$ 20,025,757	\$ 19,360,830	\$ 21,038,162	\$ 664,927	\$ (1,012,405)
Vision for Mission	364,553	430,002	624,434	(65,449)	(259,881)
Investment Income	587,582	214,150	349,666	373,432	237,916
Bequests and Trusts	407,879	485,000	539,201	(77,121)	(131,322)
Endowment	401,742	370,500	371,652	31,242	30,090
Rent	418,042	388,834	408,545	29,208	9,497
Other	256,573	96,250	221,841	160,323	34,732
Total Unrestricted	22,462,128	21,345,566	23,553,501	1,116,562	(1,091,373)
TEMPORARILY RESTRICTED					
Missionary Sponsorship	1,032,743	1,119,821	1,082,078	(87,078)	(49,335)
Bequests and Trusts	760,860	608,518	204,694	152,342	556,166
Endowment	798,373	809,273	661,476	(10,900)	136,897
Unit-Designated Gifts	91,010	137,000	162,699	(45,990)	(71,689)
Mission Investment Fund	625,000	625,000	625,000	-	-
Grants	1,000,000	-	-	1,000,000	1,000,000
Total Restricted	4,307,986	3,299,612	2,735,947	1,008,374	1,572,039
TOTAL REVENUE	\$ 26,770,114	\$ 24,645,178	\$ 26,289,448	\$ 2,124,936	\$ 480,666

PRELIMINARY AND UNAUDITED

**EVANGELICAL LUTHERAN CHURCH IN AMERICA
 CURRENT OPERATING FUNDS
 ACTUAL EXPENSES VS. SPENDING AUTHORIZATION
 For the Period Ended June 30, 2011**

	2011 ACTUAL EXPENSES	2011 SPENDING AUTHORIZATION	Variance Favorable (Unfavorable)	Percent of Actual to Budget
UNITS				
Congregational and Synodical Mission	10,866,028	11,920,598	1,054,570	91.15%
Global Mission	4,790,471	5,399,858	609,387	88.71%
Mission Advancement	1,055,531	2,128,518	1,072,987	49.59%
OFFICES				
Presiding Bishop	2,124,290	2,067,678	(56,612)	102.74%
Treasurer	2,551,298	2,637,758	86,460	96.72%
Secretary	1,755,038	1,896,190	141,152	92.56%
OTHER				
General Treasury	88,890	75,500	(13,390)	117.74%
Retiree Minimum Health Obligation	1,041,667	1,041,667	-	100.00%
Depreciation	836,049	849,123	13,074	98.46%
Strategic Initiatives	(6,504)	32,659	39,163	(19.91%)
TOTAL EXPENSES	<u>\$ 25,102,758</u>	<u>\$ 28,049,549</u>	<u>\$ 2,946,791</u>	<u>89.49%</u>

Evangelical Lutheran Church in America
 SYNODICAL REMITTANCES
 for the period ending
 June 30, 2011

	MISSION SUPPORT										OTHER REMITTANCES THROUGH SYNOD			
	2010	2011 MS PLAN		CURRENT MONTH		YEAR-TO-DATE			\$ VARIANCE		World	Missionary	Other	
	MS%	AMOUNT	MS%	2011	2010	2011	2010	% Vary	Monthly	Y-T-D	Hunger	Sponsorship		
Alaska	1A	39.00%	\$ 167,283	39.50%	\$ 13,588	\$ 14,560	\$ 64,294	\$ 55,675	15.5%	(972)	8,619	\$ 9,090	\$ 154	\$ 10,775
N.W. Wash	1B	45.50%	611,713	45.50%	52,500	50,496	238,946	251,078	(4.8%)	2,004	(12,133)	74,177	4,230	47,654
S.W. Wash	1C	38.50%	356,070	39.00%	30,682	30,025	139,957	147,634	(5.2%)	657	(7,677)	35,177	3,592	28,464
E. Wash / Id	1D	30.00%	240,250	31.00%	20,947	21,351	99,119	94,857	4.5%	(404)	4,262	12,327	5,885	7,538
Oregon	1E	42.00%	436,900	42.50%	26,580	27,797	132,078	164,271	(19.6%)	(1,217)	(32,193)	35,102	4,350	35,179
Montana	1F	39.50%	369,325	39.50%	28,595	27,273	151,318	148,002	2.2%	1,322	3,316	38,187	10,521	21,093
Total Region 1		39.89%	2,181,541	40.26%	172,892	171,502	825,712	861,518	(4.2%)	1,390	(35,806)	204,059	28,732	150,703
Sierra Pacific	2A	51.50%	901,250	51.50%	86,465	74,950	363,055	362,361	0.2%	11,515	694	32,731	8,609	33,827
SW California	2B	49.00%	514,165	49.00%	36,053	40,253	190,868	204,278	(6.6%)	(4,200)	(13,410)	59,009	14,425	54,408
Pacifica	2C	52.00%	752,250	51.00%	67,794	58,756	295,044	306,894	(3.9%)	9,039	(11,850)	49,562	12,139	76,720
Grand Canyon	2D	50.00%	875,000	50.00%	80,328	67,069	380,906	389,749	(2.3%)	13,259	(8,843)	54,278	14,322	48,152
Rocky Mtn.	2E	50.00%	1,258,750	50.00%	113,339	108,553	530,610	529,940	0.1%	4,786	670	102,731	14,725	151,225
Total Region 2		50.52%	4,301,415	50.36%	383,979	349,581	1,760,483	1,793,221	(1.8%)	34,398	(32,738)	298,311	64,221	364,333
W. No. Dak	3A	42.50%	384,420	43.00%	28,830	28,220	148,386	139,383	6.5%	610	9,003	11,533	18,256	5,453
E. No. Dak	3B	40.00%	420,000	40.00%	35,855	29,876	152,929	141,766	7.9%	5,979	11,163	31,957	8,506	29,772
South Dak	3C	43.00%	723,822	44.00%	54,344	53,448	295,041	290,606	1.5%	897	4,435	49,403	19,166	73,520
N.W. Minn	3D	51.00%	653,106	51.00%	41,577	35,312	227,889	245,019	(7.0%)	6,265	(17,130)	4,463	30,138	26,530
N.E. Minn	3E	49.00%	588,000	49.00%	55,965	43,286	234,961	225,555	4.2%	12,678	9,405	60,549	13,972	9,208
S.W. Minn	3F	52.50%	1,054,029	52.50%	47,970	78,177	372,743	410,570	(9.2%)	(30,207)	(37,827)	58,027	55,148	13,116
Mpls Area	3G	55.00%	1,870,000	55.00%	180,526	128,212	643,389	628,560	2.4%	52,314	14,829	66,587	37,323	91,812
St. Paul Area	3H	50.00%	1,050,000	50.00%	67,039	84,464	383,243	377,064	1.6%	(17,425)	6,179	15,343	14,765	14,763
S.E. Minn	3I	52.50%	994,875	52.50%	75,303	85,732	386,852	369,499	4.7%	(10,429)	17,353	56,067	30,128	16,585
Total Region 3		49.87%	7,738,252	50.01%	587,407	566,726	2,845,433	2,828,023	0.6%	20,681	17,410	353,928	227,402	280,760

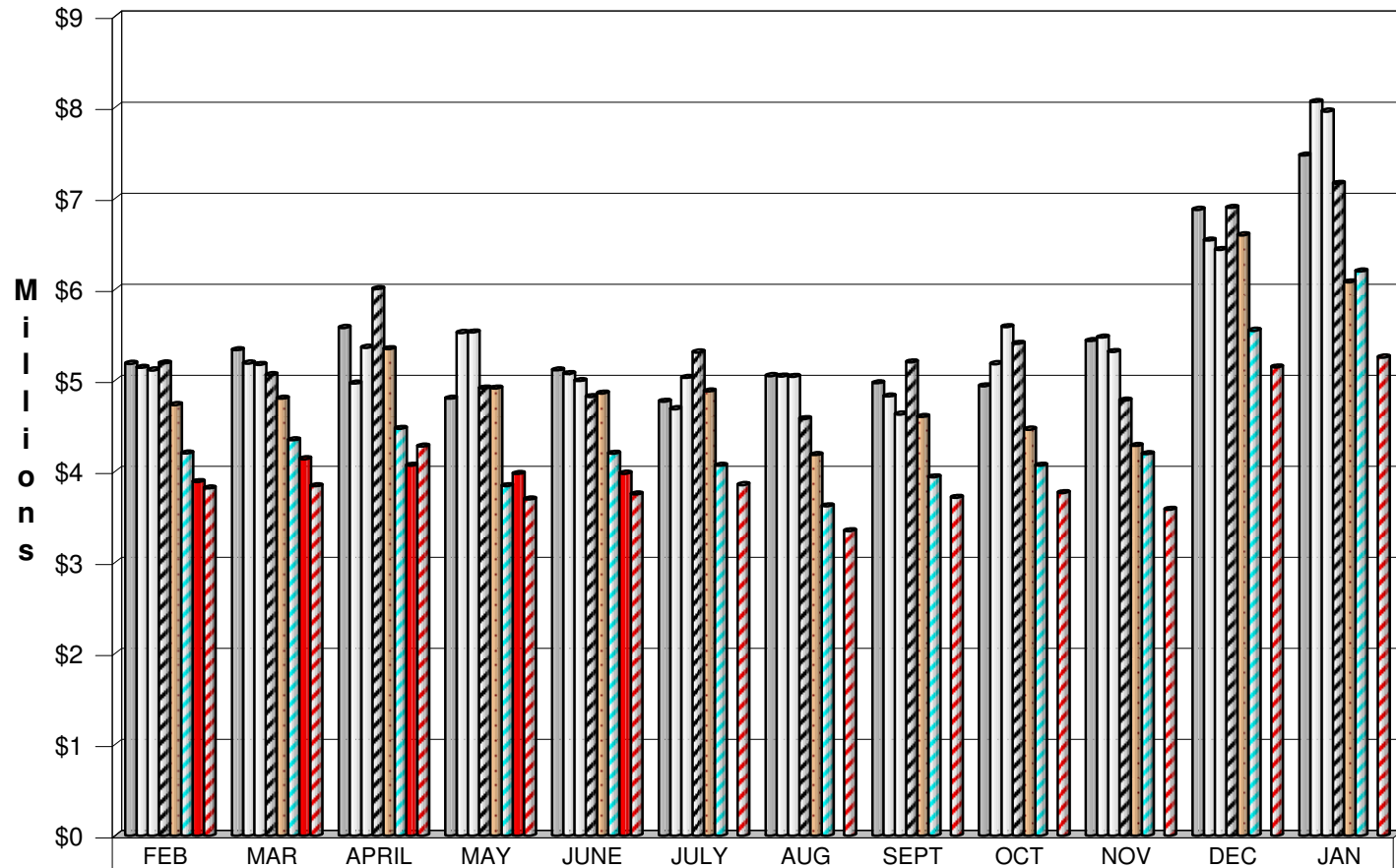
Evangelical Lutheran Church in America
SYNOCDICAL REMITTANCES
 for the period ending
 June 30, 2011

		MISSION SUPPORT								OTHER REMITTANCES THROUGH SYNOD				
	2010 MS%	2011 MS PLAN		CURRENT MONTH		YEAR-TO-DATE			\$ VARIANCE		World Hunger	Missionary Sponsorship	Other	
		AMOUNT	MS%	2011	2010	2011	2010	% Vary	Monthly	Y-T-D				
Nebraska	4A	57.00%	1,995,000	57.00%	168,952	161,501	830,049	860,057	(3.5%)	7,451	(30,008)	92,454	1,444	46,420
Central States	4B	51.00%	912,567	50.00%	72,710	69,595	379,570	399,870	(5.1%)	3,115	(20,300)	32,428	8,808	31,528
Ark/Ok	4C	40.20%	207,360	40.50%	17,521	18,048	78,638	89,069	(11.7%)	(527)	(10,431)	7,559	2,312	1,448
N Tx / N La	4D	47.00%	568,700	47.00%	44,678	43,054	218,771	221,895	(1.4%)	1,624	(3,124)	30,473	3,245	8,657
S.W. Tex	4E	50.00%	800,000	50.00%	46,107	65,931	263,587	331,245	(20.4%)	(19,824)	(67,658)	37,970	1,154	145,764
Tx.-La. Gulf Coast	4F	50.00%	737,000	50.00%	59,527	63,761	260,027	286,602	(9.3%)	(4,234)	(26,574)	43,546	8,304	98,842
Total Region 4		51.59%	5,220,627	51.58%	409,495	421,890	2,030,642	2,188,737	(7.2%)	(12,396)	(158,095)	244,430	25,268	332,659
Metro Chicago	5A	55.00%	1,730,431	54.00%	134,195	128,787	708,879	732,010	(3.2%)	5,407	(23,131)	76,142	28,812	44,628
No. Illinois	5B	55.00%	1,296,159	55.00%	103,973	97,217	514,907	533,672	(3.5%)	6,756	(18,765)	72,736	7,242	20,278
Cen. So. Ill	5C	56.00%	817,600	56.00%	66,769	81,602	338,845	363,950	(6.9%)	(14,833)	(25,105)	53,159	13,872	25,656
S.E. Iowa	5D	53.50%	1,597,809	53.50%	111,333	112,135	562,358	565,337	(0.5%)	(802)	(2,979)	67,979	9,656	27,719
West Iowa	5E	35.10%	344,033	36.10%	10,000	17,500	90,000	87,500	2.9%	(7,500)	2,500	55,244	12,142	24,544
N.E. Iowa	5F	42.50%	570,000	40.00%	30,500	28,670	163,911	119,375	37.3%	1,830	44,536	56,770	28,260	62,655
N. Great Lakes	5G	50.00%	410,000	50.00%	26,653	25,462	143,378	158,587	(9.6%)	1,191	(15,209)	57,726	4,211	37,035
NW of Wisc	5H	55.00%	770,000	55.00%	59,129	63,471	268,901	291,224	(7.7%)	(4,341)	(22,323)	32,055	21,587	16,816
E.C. Wisc	5I	55.00%	907,500	55.00%	69,978	81,689	357,579	342,189	4.5%	(11,711)	15,390	69,431	30,290	51,498
Grtr Milwaukee	5J	60.10%	1,237,500	55.00%	96,486	109,604	498,126	568,841	(12.4%)	(13,118)	(70,715)	49,637	14,241	37,630
SC of Wisc	5K	55.00%	893,200	55.00%	53,618	61,827	277,863	308,399	(9.9%)	(8,209)	(30,536)	79,570	9,567	35,749
LaCrosse (W)	5L	55.00%	461,944	55.00%	35,833	32,926	157,574	160,866	(2.0%)	2,907	(3,292)	29,356	350	12,409
Total Region 5		53.34%	11,036,176	52.63%	798,467	840,889	4,082,319	4,231,949	(3.5%)	(42,422)	(149,629)	699,804	180,229	396,618
SE Mich	6A	45.00%	559,000	43.00%	51,302	38,483	234,347	219,946	6.5%	12,820	14,401	24,825	7,891	20,107
NW Lower Mich	6B	50.00%	700,000	50.00%	59,164	55,562	278,232	293,489	(5.2%)	3,602	(15,257)	53,871	5,006	9,264
Ind / Ky	6C	51.50%	978,500	51.50%	82,124	88,585	345,995	383,981	(9.9%)	(6,462)	(37,986)	216,115	5,621	35,805
N.W. Ohio	6D	51.00%	1,010,820	51.00%	75,207	84,714	372,938	383,176	(2.7%)	(9,507)	(10,238)	46,039	29,206	32,069
N.E. Ohio	6E	49.00%	869,750	49.00%	69,507	69,802	329,659	349,194	(5.6%)	(294)	(19,534)	38,334	1,561	36,521
S. Ohio	6F	40.00%	754,290	39.27%	-	56,271	236,857	321,353	(26.3%)	(56,271)	(84,495)	26,555	7,949	32,400
Total Region 6		47.86%	4,872,360	47.41%	337,304	393,417	1,798,029	1,951,139	(7.8%)	(56,113)	(153,109)	405,738	57,233	166,167

Evangelical Lutheran Church in America
SYNOCDICAL REMITTANCES
 for the period ending
 June 30, 2011

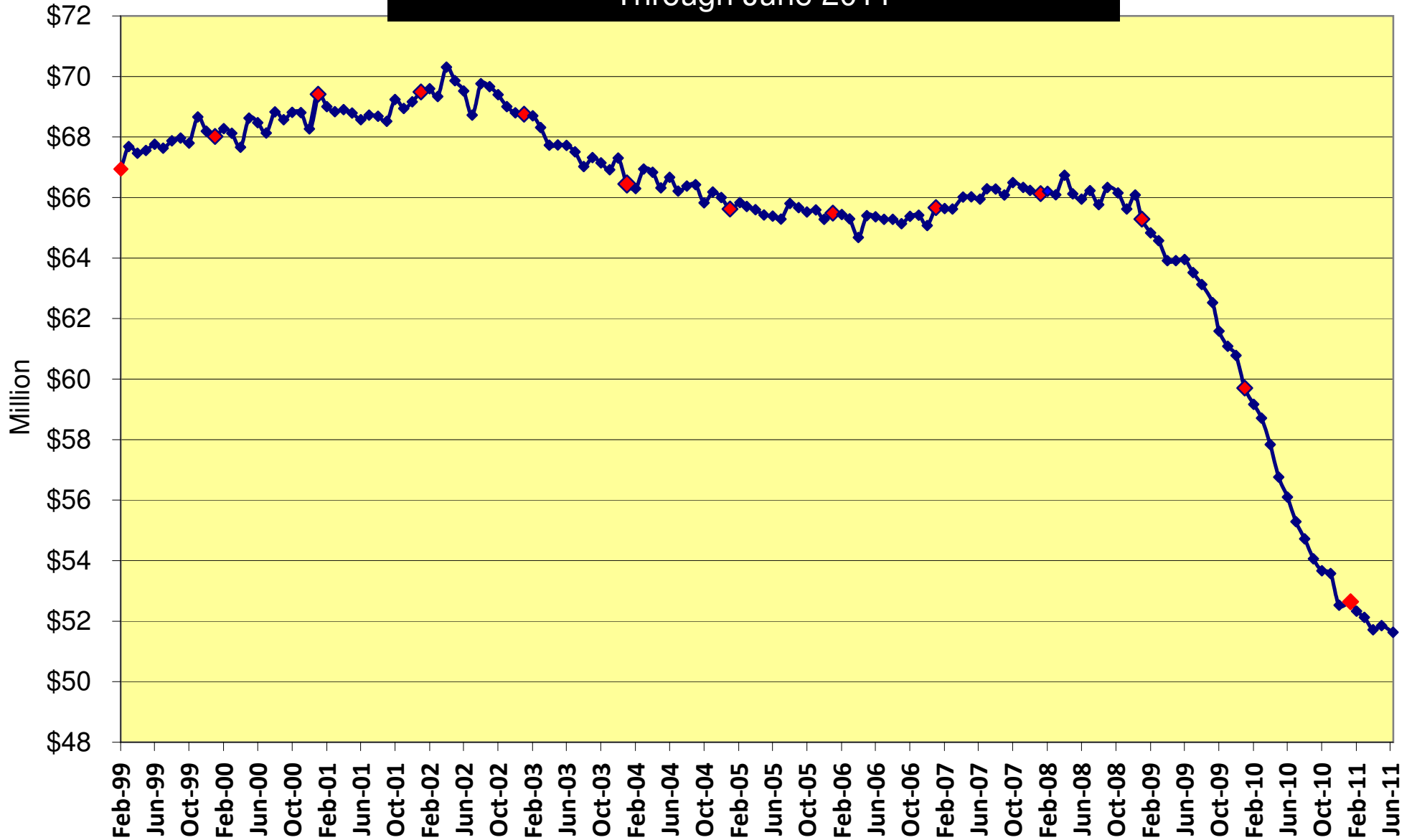
	MISSION SUPPORT									OTHER REMITTANCES THROUGH SYNOD				
	2010	2011 MS PLAN		CURRENT MONTH		YEAR-TO-DATE			\$ VARIANCE		World	Missionary	Other	
	MS%	AMOUNT	MS%	2011	2010	2011	2010	% Vary	Monthly	Y-T-D	Hunger	Sponsorship		
New Jersey	7A 50.00%	1,180,000	50.00%	90,113	99,068	420,883	410,155	2.6%	(8,955)	10,728	61,472	2,808	158,778	
New England	7B 54.00%	1,078,896	54.00%	84,935	96,349	440,793	439,272	0.3%	(11,414)	1,520	25,418	2,596	8,560	
Metro NY	7C 48.00%	606,250	48.50%	40,895	45,367	205,799	199,372	3.2%	(4,473)	6,427	15,278	1,717	18,750	
Upstate NY	7D 47.10%	634,840	47.20%	54,939	55,314	230,998	243,188	(5.0%)	(375)	(12,190)	20,055	1,963	34,416	
N.E. Penn	7E 52.00%	1,431,000	53.00%	104,480	95,696	528,422	552,705	(4.4%)	8,784	(24,283)	153,440	12,613	43,336	
S.E. Penn	7F 53.50%	1,246,550	53.50%	100,402	104,535	503,976	516,357	(2.4%)	(4,133)	(12,380)	48,222	3,076	56,949	
Slovak Zion	7G 30.00%	33,600	30.00%	1,317	1,572	6,560	8,220	(20.2%)	(254)	(1,660)	2,800	375	1,371	
Total Region 7		51.04%	6,211,136	51.35%	477,081	497,901	2,337,431	2,369,270	(1.3%)	(20,820)	(31,839)	326,684	25,147	322,159
N.W. Penn	8A 50.00%	438,000	50.00%	35,393	34,998	177,716	177,728	(0.0%)	395	(12)	42,597	5,267	41,719	
S.W. Penn	8B 55.00%	987,500	50.00%	59,617	70,585	320,729	379,961	(15.6%)	(10,968)	(59,232)	44,031	8,791	33,267	
Allegheny	8C 50.00%	450,000	50.00%	34,573	37,182	152,640	157,160	(2.9%)	(2,610)	(4,520)	29,339	14,203	25,171	
Lower Susq	8D 46.00%	1,610,000	46.00%	126,762	124,711	570,273	616,354	(7.5%)	2,051	(46,081)	170,195	42,763	83,542	
Upper Susq	8E 50.00%	516,619	50.00%	45,507	43,936	210,770	212,095	(0.6%)	1,571	(1,325)	35,972	7,027	16,459	
Del / Md	8F 53.00%	1,113,000	53.00%	108,732	103,247	458,659	459,159	(0.1%)	5,485	(500)	57,496	4,857	15,033	
Metro DC	8G 55.00%	1,000,000	50.00%	54,127	73,453	340,936	375,174	(9.1%)	(19,326)	(34,237)	25,627	6,575	33,123	
W Virg-W Mlyd	8H 45.00%	255,683	45.00%	21,237	21,300	88,017	106,500	(17.4%)	(63)	(18,483)	10,057	1,825	2,511	
Total Region 8		50.73%	6,370,802	49.19%	485,948	509,412	2,319,741	2,484,131	(6.6%)	(23,464)	(164,390)	415,313	91,308	250,824
Virginia	9A 35.10%	640,617	37.34%	55,316	48,538	253,744	289,006	(12.2%)	6,778	(35,262)	63,103	2,117	14,144	
N. Carolina	9B 39.26%	1,219,750	42.06%	101,540	77,258	507,807	503,842	0.8%	24,282	3,964	60,802	7,346	10,333	
S. Carolina	9C 45.00%	1,127,500	41.00%	87,051	108,036	456,638	580,181	(21.3%)	(20,986)	(123,544)	77,670	30,885	54,467	
Southeastern	9D 50.00%	1,050,000	50.00%	75,659	103,730	470,297	464,023	1.4%	(28,071)	6,274	36,229	9,623	42,813	
Florida-Bahamas	9E 51.13%	908,696	44.00%	-	102,702	324,981	476,823	(31.8%)	(102,702)	(151,842)	29,539	2,718	62,199	
Caribbean	9F 12.50%	30,000	12.79%	2,500	2,500	12,500	16,299	(23.3%)	-	(3,799)				
Total Region 9		43.00%	4,976,563	42.30%	322,066	442,764	2,025,966	2,330,175	(13.1%)	(120,698)	(304,209)	267,343	52,690	183,957
Total		49.39%	\$52,908,872	49.17%	#####	\$ 4,194,084	#####	\$21,038,162	(4.8%)	(\$219,445)	\$ (1,012,405)	\$ 3,215,610	\$ 752,230	\$2,448,179

Evangelical Lutheran Church in America Synodical Mission Support By Month 2005 - 2011



	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN
■ 2005	\$5.18	\$5.33	\$5.58	\$4.80	\$5.11	\$4.77	\$5.05	\$4.97	\$4.93	\$5.43	\$6.87	\$7.47
□ 2006	\$5.14	\$5.18	\$4.96	\$5.52	\$5.07	\$4.68	\$5.04	\$4.82	\$5.18	\$5.47	\$6.53	\$8.06
□ 2007	\$5.11	\$5.17	\$5.36	\$5.53	\$4.99	\$5.03	\$5.04	\$4.62	\$5.59	\$5.31	\$6.43	\$7.95
▨ 2008	\$5.19	\$5.06	\$6.00	\$4.91	\$4.82	\$5.31	\$4.58	\$5.20	\$5.40	\$4.78	\$6.89	\$7.16
■ 2009	\$4.73	\$4.80	\$5.34	\$4.91	\$4.86	\$4.88	\$4.18	\$4.60	\$4.46	\$4.28	\$6.59	\$6.08
■ 2010	\$4.20	\$4.34	\$4.47	\$3.84	\$4.19	\$4.06	\$3.62	\$3.94	\$4.06	\$4.19	\$5.54	\$6.20
■ 2011	\$3.88	\$4.13	\$4.06	\$3.97	\$3.97							
▨ 2011 Budget Revised	\$3.81	\$3.84	\$4.27	\$3.69	\$3.75	\$3.85	\$3.34	\$3.71	\$3.76	\$3.58	\$5.14	\$5.25

Mission Support Received In Preceding 12 Months
Through June 2011



**EVANGELICAL LUTHERAN CHURCH IN AMERICA
 WORLD HUNGER APPEAL
 SUMMARY OF REVENUE AND EXPENSE
 For the Period Ended June 30, 2011**

	<u>Actual</u>	<u>Budget</u>	<u>Income and Expense Variances</u> <u>Favorable (Unfavorable)</u>	
			<u>Actual Vs.</u> <u>Budget</u>	<u>Current Vs.</u> <u>Previous Year</u>
Beginning Balance	\$ 2,020,037			
Income:				
Through Synods	\$ 2,530,371	\$ 2,645,000	\$ (114,629)	\$ 37,050
Direct Giving	2,035,336	2,050,000	(14,664)	281,828
Endowments	234,679	285,000	(50,321)	12,391
Bequests, Miscellaneous	310,454	142,000	168,454	120,279
Total Income	5,110,840	5,122,000	(11,160)	451,549
Expense:				
Global Mission	1,898,189	1,856,466	(41,723)	(160,569)
Congregational and Synodical Mission	629,580	857,715	228,135	747,252
Mission Advancement	785,556	1,169,262	383,706	(377,247)
Total Expense	3,313,325	3,883,443	570,118	209,436
Net	\$ 1,797,515	\$ 1,238,557	\$ 558,958	\$ 660,985
Ending Balance	\$ 3,817,552			

2012 Synod Mission Support Plans and 2011 Revised Synod Mission Support Plans
With 2010 Actual

SYNOD NAME	#	2010		2011		2012	
		ACTUAL	MS %	SYNOD PLANS		SYNOD PLANS	
				AMOUNT	MS %	AMOUNT	MS %
ALASKA	1A	163,080	39.00%	167,283	39.50%	178,000	40.00%
N.W. WASH	1B	602,267	45.50%	611,713	45.50%	637,000	45.50%
S.W. WASH	1C	347,497	38.50%	356,070	39.00%	359,450	39.50%
E.WASH/ID	1D	236,844	30.00%	240,250	31.00%	265,650	33.00%
OREGON	1E	385,750	42.00%	436,900	42.50%	355,875	36.50%
MONTANA	1F	368,598	39.50%	369,325	39.50%	382,000	40.00%
SIERRA-PACIFIC	2A	891,951	51.50%	901,250	51.50%	910,000	52.00%
SW CALIFORNIA	2B	529,878	49.00%	514,165	49.00%	526,750	49.00%
PACIFICA	2C	765,311	52.00%	752,250	51.00%	765,000	51.00%
GRAND CANYON	2D	901,857	50.00%	875,000	50.00%	875,000	50.00%
ROCKY MTN	2E	1,262,965	50.00%	1,258,750	50.00%	1,258,750	50.00%
W. NO.DAK	3A	379,950	42.50%	384,420	43.00%		
E. NO.DAK	3B	407,064	40.00%	420,000	40.00%	428,000	40.00%
SO. DAK.	3C	692,431	43.00%	723,822	44.00%	762,480	45.00%
NW. MINN.	3D	628,582	51.00%	653,106	51.00%	655,350	51.00%
NE. MINN.	3E	594,952	49.00%	588,000	49.00%	611,520	49.00%
SW. MINN.	3F	1,075,108	52.50%	1,054,029	52.50%	1,064,569	52.50%
MINPLS. AREA	3G	1,790,191	55.00%	1,870,000	55.00%	1,870,000	55.00%
ST PAUL (M)	3H	1,024,721	50.00%	1,050,000	50.00%	1,050,000	50.00%
SE. MINN.	3I	991,427	52.50%	994,875	52.50%	1,024,721	52.50%
NEBRASKA	4A	2,013,879	57.00%	1,995,000	57.00%	1,995,000	57.00%
CENTRAL STATES	4B	950,714	51.00%	912,567	50.00%	922,567	50.00%
ARK/OK	4C	224,010	40.20%	207,360	40.50%	220,170	41.00%
N.TEX/N.LOU	4D	579,102	47.00%	568,700	47.00%	590,348	47.50%
S.W.TEXAS	4E	763,323	50.00%	800,000	50.00%	792,000	50.00%
GULF COAST	4F	678,177	50.00%	737,000	50.00%	667,500	50.00%
METRO CHGO	5A	1,762,476	55.00%	1,730,431	54.00%	1,732,358	53.00%
NO. ILL	5B	1,281,869	55.00%	1,296,159	55.00%	1,315,600	55.00%
CEN.SO. ILL	5C	862,538	56.00%	817,600	56.00%	823,200	56.00%
SE IOWA	5D	1,415,853	53.50%	1,597,809	53.50%	1,597,809	53.50%
WEST IOWA	5E	329,234	35.10%	344,033	36.10%	357,210	37.10%
NE IOWA	5F	597,813	42.50%	570,000	40.00%	570,000	40.00%
N GRT LKES	5G	441,259	50.00%	410,000	50.00%	425,000	50.00%
NW.SYN (W)	5H	748,382	55.00%	770,000	55.00%	792,000	55.00%
EC WISC	5I	874,508	55.00%	907,500	55.00%	907,500	55.00%
GRTR MILWKEE	5J	1,351,367	60.10%	1,237,500	55.00%	1,237,500	55.00%
SO.-CENT (W)	5K	796,253	55.00%	893,200	55.00%	839,731	55.00%
LACROSSE (W)	5L	425,130	55.00%	461,944	55.00%	490,754	55.00%
SE. MICH	6A	557,360	45.00%	559,000	43.00%	546,000	42.00%
N/W LOWER MICH	6B	748,816	50.00%	700,000	50.00%	718,400	50.00%
IND/KY	6C	1,030,028	51.50%	978,500	51.50%	1,092,000	52.00%
NW OHIO	6D	1,000,513	51.00%	1,010,820	51.00%		
NE OHIO	6E	870,902	49.00%	869,750	49.00%		
S. OHIO	6F	753,594	40.00%	754,290	39.27%	740,000	40.00%
NEW JERSEY	7A	1,087,023	50.00%	1,180,000	50.00%	1,100,000	50.00%
NEW ENGLAND	7B	1,081,086	54.00%	1,078,896	54.00%	1,123,691	54.20%
METRO NY	7C	546,335	48.00%	606,250	48.50%		

2012 Synod Mission Support Plans and 2011 Revised Synod Mission Support Plans
With 2010 Actual

SYNOD NAME	#	2010		2011		2012	
		ACTUAL	MS %	SYNOD PLANS		SYNOD PLANS	
				AMOUNT	MS %	AMOUNT	MS %
UPSTATE NY	7D	627,751	47.10%	634,840	47.20%	614,000	47.30%
NE PENN	7E	1,384,677	52.00%	1,431,000	53.00%	1,378,000	53.00%
SE PENN	7F	1,253,383	53.50%	1,246,550	53.50%	1,230,500	53.50%
SLOVAK ZION	7G	24,591	30.00%	33,600	30.00%	21,000	30.00%
NW PENN	8A	436,041	50.00%	438,000	50.00%	418,473	50.00%
SW PENN	8B	1,018,795	55.00%	987,500	50.00%	800,000	50.00%
ALLEGHENY	8C	394,474	50.00%	450,000	50.00%	405,000	50.00%
LOW SUSQ	8D	1,502,495	46.00%	1,610,000	46.00%	1,627,500	46.50%
UPP SUSQ	8E	536,659	50.00%	516,619	50.00%	525,000	50.00%
DEL-MRYLND	8F	1,139,880	53.00%	1,113,000	53.00%	1,150,250	53.50%
METRO DC	8G	999,108	55.00%	1,000,000	50.00%	1,000,000	50.00%
W. VA/W.MYLD	8H	256,420	45.00%	255,683	45.00%	229,500	45.00%
VIRGINIA	9A	658,965	35.10%	640,617	37.34%	732,411	38.00%
NO. CAROLINA	9B	1,262,714	39.26%	1,219,750	42.06%	1,123,423	39.00%
SO. CAROLINA	9C	1,268,389	45.00%	1,127,500	41.00%	1,224,250	41.50%
SOUTHEASTERN	9D	1,086,077	50.00%	1,050,000	50.00%	1,076,250	50.00%
FLORIDA-BAHAMAS	9E	949,728	51.13%	908,696	44.00%	966,000	46.00%
CARIBBEAN	9F	33,799	12.37%	30,000	12.79%	35,000	15.76%
TOTAL REMITTANCES		\$52,645,915	49.39%	\$52,908,872	49.10%	\$50,133,010	49.18%