

**This Exhibit included  
personal information  
provided solely to the  
Church Council for its  
deliberations.**

**En Bloc Items**

**A. Synodical Resolutions for Referral**

**1. Boy Scouts of America Units Sponsored by Congregations of the ELCA  
Metropolitan Chicago Synod (5A) [2013]**

WHEREAS, there are numerous Evangelical Lutheran Church in America (ELCA) congregations which are chartering organizations for Boy Scout units throughout the United States; and

WHEREAS, these units are re-chartered annually; and

WHEREAS, the current policy of the Boy Scouts of America which bans homosexuals from serving as Boy Scout leaders is contrary to the ELCA's social statement, *Human Sexuality: Gift and Trust*, which opposes all forms of violence or discrimination against homosexuals and is committed to welcoming all people, regardless of sexual orientation, and their families into our congregations; therefore, be it

RESOLVED, that the Metropolitan Chicago Synod Assembly, commend the National Council of Boy Scouts of America for its recent change in policy that excluded gay youth from participating in Boy Scouts of America (BSA) and encourage the National Council of the BSA to re-examine its policy banning homosexual persons in leadership roles; and be it further

RESOLVED, that the Metropolitan Chicago Synod Assembly encourage congregations which charter BSA units to engage unit leaders at the time of charter renewal, encouraging them to communicate with the National Council and the executive board of the BSA to rescind the policy banning homosexual persons from serving as Boy Scout leaders and volunteers; and be it further

RESOLVED, that the Metropolitan Chicago Synod Assembly encourage synod congregations to affix an addendum to their charters, advising the BSA that the congregation opposes the BSA's discriminatory policy, urging full inclusion for all leaders; and be it further

RESOLVED, that the Metropolitan Chicago Synod Assembly direct the Synod Council to forward this resolution to the National Council of the BSA: and be it further

RESOLVED, that the Metropolitan Chicago Synod Assembly direct the Synod Council to forward this resolution to the Church Council for consideration and action.

**CC ACTION [EN BLOC]**

**Recommended:**

**To receive the resolution of the Metropolitan Chicago Synod regarding Boy Scouts of America units sponsored by congregations of the ELCA;**

**To refer the resolution to the Congregational and Synodical Mission unit in consultation with the Conference of Bishops and the Office of the Presiding Bishop;**

**To request that a report and possible recommendations be presented to the November 2013 meeting of the Church Council; and**

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

**2. Conversations about Ministering to Same-gender Couples and Families  
Metropolitan Chicago Synod (5A) [2013]**

WHEREAS, the 2009 Churchwide Assembly of the Evangelical Lutheran Church in America (ELCA) resolved to “commit itself to finding ways to allow congregations that choose to do so to recognize, support, and hold publicly accountable lifelong, monogamous, same-gender relationships;” and

WHEREAS, the ELCA social statement *Human Sexuality: Gift and Trust* (2009) states that

1. “the ELCA recognizes that it has a pastoral responsibility to all children of God.” (p. 19)
2. “supports legislation and policies to protect civil rights” for all and has also “called upon congregations and members of this church to welcome, care for, and support same-gender couples and their families and to **advocate for their legal protection.**” (p. 19, *emphasis added*)
3. “will attend to the need for equal protection, equal opportunities, and equal responsibilities under the law” for all (p. 33); and

WHEREAS, marriage has been recognized for same-gender couples in nine states and the District of Columbia and within the territory of twelve synods of the ELCA, which together minister to more than 650,000 Lutherans (about 15 percent of the total membership of this church); and

WHEREAS, seven additional states (Illinois, Minnesota, Delaware, Rhode Island, Hawaii, Oregon, and New Jersey) are widely expected to consider legislation recognizing marriage for same-gender couples between 2013 and 2015, encompassing twelve additional synods that minister to more than 1.1 million Lutherans (about 25 percent of the total membership of this church); and

WHEREAS, the 2012 assembly the Metropolitan Chicago Synod resolved to call upon its congregations and members to welcome, care for, and support same-gender couples and their families and to advocate for their legal protection, and has urged the Illinois legislature and governor to extend the protections and dignity of marriage to all people and to protect the freedom of religion for all faith communities and religious organizations; and

WHEREAS, the Supreme Court of the United States is currently considering whether to declare two laws unconstitutional: the federal Defense of Marriage Act and California’s Proposition 8, both of which restrict the individual and family protections afforded by marriage; and

WHEREAS, individuals, congregations, and pastors have requested advice and resources to assist in their mission to support same-gender couples and their families; therefore, be it

**RESOLVED**, that the Metropolitan Chicago Synod

1. extend its longstanding advocacy for equal protection under the law for same-gender couples and their families;
2. reaffirm its commitment to conversation about ministry among people of all sexual orientations and gender identities, individuals, couples, and families;
3. continue to promote conversation and resource sharing toward this mission, utilizing proven and successful tools and events such as the *Deepening the Welcome* workshops; and
4. forward this resolution to the Church Council for consideration and possible action, in order to make provision for voting members to engage in these conversations at the 2016 Churchwide Assembly, as this church continues to discern its ministry in the emerging context.

**CC ACTION** [EN BLOC]

**Recommended:**

**To receive the resolution of the Metropolitan Chicago Synod on Conversation about Ministering to Same-gender Couples and Families;**

**To acknowledge that the action of the 2013 ELCA Churchwide Assembly will be the response to this resolution; and  
To request that the secretary of this church inform the synod of this action.**

**3. The Isolation of Individuals Living in Our Communities  
Virginia Synod (9A) [2013]**

WHEREAS, we are called by the Gospel to live in community; and

WHEREAS, we are called to love and care for our neighbor in body, mind, and soul, including the fullness of mental health; and

WHEREAS, isolation separates individuals of all ages from the love and support of a helping community; and

WHEREAS, the Evangelical Lutheran Church in America (ELCA) calls us to do God's work with our hands; and

WHEREAS, our synodical leadership encourages mutual support and accountability; therefore, be it

**RESOLVED**, that members of the Virginia Synod Assembly encourage their congregations to pray for those living in isolation; and be it further

**RESOLVED**, that members of the Virginia Synod Assembly encourage their congregations to identify and reach out to those who are living in isolation; and be it further

**RESOLVED**, that the Virginia Synod encourage congregations and individuals to partner with institutions and agencies who work with children, youth, adults, and senior citizens to identify and reach out to those who are living in isolation; and be it further

**RESOLVED**, that the Virginia Synod of the ELCA forward this to the ELCA Church Council for further consideration.

**CC ACTION [EN BLOC]**

**Recommended:**

**To receive the resolution of the Virginia Synod on The Isolation of Individuals Living in Our Communities;**

**To refer the resolution to the Congregational and Synodical Mission unit;**

**To request that a report be brought to the November 2013 meeting of the Church Council of the Evangelical Lutheran Church in America; and**

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

**B. 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:**

**1. Ratification of Synodical Constitution Amendments  
Northeastern Ohio Synod (6E)**

*Recommended Action*

*To ratify the following amendments to the constitution of the Northeastern Ohio Synod:*

S9.03~~13~~. The Synod Assembly shall elect its representatives to the Boards of Directors of Trinity Lutheran Seminary ~~and Lutheran Theological Southern Seminary~~, recognizing the inclusive composition of the each respective board and that the. ~~The~~ terms of office are shall be set forth by the each respective institution.

S10.04. Any proposal to appropriate funds, whether by amendment to the budget or otherwise, which is presented to a meeting of the Synod Assembly without the approval of the Synod Council, shall require a two-thirds vote for adoption. Any proposal to increase the budget must be accompanied by a statement of the source of the revenue.

S11.06. Other committees of this synod may be formed, as the need arises, by decision of the Synod Council. Duties of such committees shall be specified in the continuing resolutions.

**2. Ratification of Synodical Constitution Amendment  
Northeastern Pennsylvania Synod (7E)**

*Recommended Action*

*To ratify the following amendment to the constitution of the Northeastern Pennsylvania Synod:*

S11.06. This Synod shall have program, support, and coordinating ministry teams, committees, and task forces as designated or provided for in the Bylaws or Continuing Resolutions.

**3. Ratification of Synodical Constitution Amendments  
New Jersey Synod (7A)**

*Recommended Action*

*To ratify the following amendments to the constitution of the New Jersey Synod:*

~~S9.03. There shall be a Nominating Committee consisting of one member from each cluster, who shall be elected by the cluster to serve for two consecutive regular meetings of the Synod Assembly. One half of the committee shall stand for election each year. Additional~~

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

There shall be a Nominating Committee appointed annually by the Synod Council of from six to nine persons. The Synod Council may appoint the Mission District Deans to serve in this role. The Synod Bishop and Synod Secretary shall serve ex-officio with voice, but not vote. The Nominating Committee shall provide at least one nomination for Counselor for each Mission Cluster. The Nominating Committee shall provide nominations to the Synod Assembly for Synod Council and for ELCA Churchwide Voting Members for positions available after Mission District elections of nominees. The Nominating Committee shall designate categories for Mission Districts electing nominees for Synod Council and Churchwide Voting Members. Nominations may be made from the floor for all elections, except for those tickets where a Mission District election has provided the nominee.

### C. 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 [four positions]; lay female [two positions, including one restricted to youth/young adult]; lay male [two positions, including one restricted to person of color/language other than English]; and**

**To request that the Church Council transmit the following slate of nominees to the 2013 Churchwide Assembly:**

### CHURCHWIDE NOMINATING COMMITTEE

#### Clergy

- A. Pr. Amber Remillard
- B. Pr. Amy Thompson Sevimli

#### Clergy

- A. Pr. Ruth Hamilton
- B. Pr. Cynthia Hileman

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**Clergy**

A. Pr. Christopher Heavner

B. Pr. Eric Carlson

**Clergy**

A. Pr. Stephen Keiser

B. Pr. Gordon Peterson

**Lay Female (Youth/Young Adult)**

A. Ms. Emily Isensee

B. None

**Lay Female**

A. Ms. Sandra Schlesinger

B. Ms. Stacy Kitahata

**Lay Male (Person of Color/Language other than English)**

A. Mr. Tommie Robinson

B. Mr. Troy Walker

**Lay Male**

A. Mr. David Hawkins

B. Mr. Jordan Krey

*HK Draft 5/9/13*

## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (this “*Agreement*”) is made as of [\_\_\_\_\_], 2013, by and between **CALIFORNIA LUTHERAN UNIVERSITY**, a California nonprofit public benefit corporation (“*CLU*”), and **PACIFIC LUTHERAN THEOLOGICAL SEMINARY**, a California nonprofit religious corporation (“*PLTS*”). Certain capitalized terms used in this Agreement are defined in Exhibit A.

### **RECITALS**

**A.** CLU is a California nonprofit public benefit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “*Code*”). CLU is a nonprofit organization dedicated to the establishment and maintenance of an institution of higher education of collegiate grade, operated for the best interests of youth of the Lutheran Church, the community, the state and the nation, and governed in harmony with the Christian faith as interpreted and taught by the Lutheran Church.

**B.** PLTS is a California nonprofit religious corporation exempt from income tax under Section 501(c)(3) of the Code. PLTS is a nonprofit organization organized and operated exclusively for religious purposes and, more specifically, dedicated to (i) training, educating and instructing men and women for the Christian Ministry, especially in Lutheran church bodies, (ii) training, educating and instructing men and women for leadership in their sphere of the church’s program, or for other Christian service, and (ii) conferring appropriate degrees and issuing certificates, diplomas and academic degrees as are proper, customary and appropriate and as shall be permitted by and under the laws of the State of California. The Evangelical Lutheran Church in America, a Minnesota nonprofit corporation (“*ELCA*”), is the sole member of PLTS.

**C.** The parties wish to combine their resources into a single organization committed to expanding upon CLU’s and PLTS’s current operations by effecting the merger of PLTS with and into CLU (the “*Merger*”) in accordance with this Agreement, the California Nonprofit Corporation Law (the “*CNCL*”) and the parties’ respective organizational documents, with CLU, the surviving corporation and PLTS, the disappearing corporation.

**D.** This Agreement has been approved by the respective boards of directors or regents and members (or convicators) of CLU and PLTS.

### **AGREEMENT**

In consideration of the foregoing and the representations, warranties and covenants contained herein, the parties hereto agree as follows:



## ARTICLE 1

### THE MERGER

**1.1 Description of the Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the CNCL, PLTS shall be merged with and into CLU at the Merger Effective Time (as defined in Section 1.3). Following the Merger Effective Time, CLU shall be the surviving corporation (the “*Surviving Corporation*”) and shall succeed to and assume all the rights and obligations of PLTS in accordance with the CNCL.

**1.2 Closing.** The closing of the Merger (the “*Closing*”) will take place at 10:00 a.m. on a date to be specified by the parties, and shall be deemed to take place and be effective at 11:59 pm on such date (the “*Closing Date*”), which date shall be no later than the second business day after satisfaction or waiver of the conditions set forth in Article 4, including, but not limited to, the provision of written notice to the Attorney General of the State of California of the parties’ intent to consummate the Merger, as required by Section 6010 of the CNCL (the “*AG Notice*”) at least 20 days prior to the Closing Date. The Closing will be held at the offices of Wilson Sonsini Goodrich & Rosati, P.C., 650 Page Mill Road, Palo Alto, California 94304, or at such other time or place as the parties may agree.

**1.3 Merger Effective Time.** Subject to the provisions of this Agreement, as soon as practicable on or after the Closing Date, the parties shall cause the Surviving Corporation to file: (a) an agreement of merger, conforming to the provisions of Section 6014 of the CNCL, substantially in the form attached hereto as Exhibit B (the “*Agreement of Merger*”), and (b) an officer’s certificate of each constituent corporation as required by Section 6014 of the CNCL (the “*Officer’s Certificates*”), and other appropriate documents, executed in accordance with the relevant provisions of the CNCL and shall make all other filings or recordings required under the CNCL. The Merger shall become effective at such time as the Agreement of Merger and the Officer’s Certificates are duly filed with the Secretary of State of the State of California (the “*Merger Effective Time*”).

**1.4 Effects of the Merger.** The Merger shall have the effects set forth in Article 2 of Chapter 10 of the CNCL. Without limiting the generality of the foregoing, and subject thereto, at the Merger Effective Time, all the assets, property, rights, privileges, powers and franchises of CLU and PLTS shall vest in the Surviving Corporation, all debts, liabilities and duties of CLU and PLTS shall become the debts, liabilities and duties of the Surviving Corporation, and the separate existence of PLTS shall cease.

**1.5 Articles of Incorporation and Bylaws.** The Articles of Incorporation and Bylaws of CLU shall be the articles of incorporation and bylaws, respectively, of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law, except that as of the Merger Effective Time the Bylaws of the Surviving Corporation shall be amended and restated in substantially the form attached hereto as Exhibit C.

**1.6 Board and Officers.** Following the Closing and effective as of the Merger Effective Time, (a) the Board of Regents (which acts as the board of directors) of the Surviving Corporation (the “*CLU Board*”) shall be the Board of Regents of CLU prior to the Merger Effective Time, each to hold the office of Regent of the Surviving Corporation in accordance with the provisions of the CNCL and the Articles of Incorporation and Bylaws of the Surviving Corporation until their successors are duly qualified and elected, and (b) the officers of the Surviving Corporation shall be the officers of CLU prior to the Merger Effective Time, each to hold office in accordance with the provisions of the Bylaws of the Surviving Corporation.

## ARTICLE 2

### REPRESENTATIONS AND WARRANTIES

**2.1 Representations and Warranties of PLTS.** Subject to such exceptions as are disclosed in the Disclosure Schedule delivered by PLTS, PLTS hereby represents and warrants to CLU as follows:

(a) **Organization and Qualification.** PLTS is a nonprofit religious corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite corporate power and authority to: (i) conduct its business in the manner in which its business is currently being conducted; (ii) own and use its assets in the manner in which its assets are currently being owned and used; and (iii) perform its obligations under all Contracts by which it is bound.

(b) **Financial Statements.**

(i) PLTS has delivered to CLU the audited balance sheets of PLTS as of June 30, 2012 and June 30, 2011, and the related audited statements of income for the years then ended, as well as the unaudited year-to-date balance sheet as of December 31, 2012 and the related statement of income (collectively, the “*PLTS Financial Statements*”).

(ii) The PLTS Financial Statements are accurate and complete in all material respects and present fairly the financial position of PLTS as of the respective dates thereof and have been prepared on a consistent basis throughout the periods covered.

(iii) PLTS has no material Liabilities, except for: (1) Liabilities disclosed in the PLTS Financial Statements; (2) Liabilities specified in Section 2.1(b)(iii) of the Disclosure Schedule; and (3) Liabilities incurred in the ordinary course of business.

(c) **Absence of Changes.** Except as set forth in Section 2.1(c) of the Disclosure Schedule, subsequent to June 30, 2012, PLTS has not:

(i) suffered any adverse change with respect to its business or financial condition which has had, or could reasonably be expected to have, a Material Adverse Effect on PLTS;

- (ii) suffered any event or circumstance that has had, or could reasonably be expected to have, a Material Adverse Effect on the assets, reputation, or goodwill of PLTS;
- (iii) amended its articles of incorporation or bylaws;
- (iv) incurred any indebtedness for borrowed money or guaranteed any such indebtedness, except in the ordinary course of business;
- (v) changed, in any material respect, its accounting methods, principles or practices, except as required by changes in GAAP;
- (vi) sold or transferred any material portion of its assets, except in the ordinary course of business;
- (vii) increased the compensation payable or to become payable to any director, officer, employee, consultant or agent, other than in the ordinary course of business, nor any other material change in any employment or consulting arrangement or any Benefit Plan, including entering into any agreement for the granting of any termination pay or bonus;
- (viii) incurred or committed to incur capital expenditures or capital additions in excess of an aggregate of Five Thousand Dollars (\$5,000) or the lease of capital equipment or property under which the annual lease charges exceed Five Thousand Dollars (\$5,000); or
- (ix) entered into any agreement to take any of the actions referred to in Section 2.1(c)(iii) through Section 2.1(c)(viii).

(d) **Title.** Except for Permitted Encumbrances, PLTS has, and on the Closing Date will have, free and clear title to all of PLTS's assets.

(e) **Compliance With Legal Requirements.** PLTS is in material compliance with all applicable Legal Requirements, including with respect to the protection of student information, financial information, health care information, alumni information and other personally identifiable information. PLTS has not received any notice of any violation of any applicable Legal Requirements.

(f) **PLTS Contracts.** Accurate and complete copies of all currently effective Material Contracts entered into by PLTS or to which PLTS is a party or is bound, have been made available to CLU. All such Material Contracts are identified in Section 2.1(f) of the Disclosure Schedule. PLTS is not in material breach of or default under any such Contract; and to the knowledge of PLTS, no other Person is in breach of or default under any such Contract, except for breaches and defaults that are identified on Section 2.1(f) of the Disclosure Schedule.

(g) **Legal Proceedings.** There is no judgment or order outstanding or any pending or, to the knowledge of PLTS, threatened Legal Proceeding: (i) involving or affecting PLTS as a party; (ii) involving or affecting any of PLTS's assets; or (iii) that challenges or may

have the effect of preventing, delaying or otherwise interfering with the Merger. To the knowledge of PLTS, no event has occurred, and no claim, dispute or other circumstance exists, that could reasonably be expected to serve as the basis for the commencement of any such Legal Proceeding.

**(h) Tax Matters.**

**(i)** PLTS is, and at all times from its inception has been, a corporation exempt from federal income tax under the California Revenue and Taxation Code (“*California R&TC*”) and Section 501(a) of the Code. PLTS is an organization described in Section 501(c)(3) of the Code and Section 23701d of the California R&TC, and has received a favorable determination letter to such effect from each of the Internal Revenue Service (the “*IRS*”) and the California Franchise Tax Board (the “*FTB*”), which determination letters have not been modified, limited or revoked. PLTS is, and at all times from its inception has been, in compliance with the terms, conditions and limitations of such determinations. PLTS has not notified either the IRS or the FTB of any change in its support, purposes, character or method of operation, and neither the IRS nor the FTB has notified PLTS of an intention to revoke its tax-exempt status.

**(ii)** PLTS has filed, or will file when due, all Tax Returns required to be filed by it with respect to any taxable period ending on or before the Closing Date (the “*PLTS Tax Returns*”), all such PLTS Tax Returns are true, correct and complete in all material respects, and PLTS has paid, or will pay on or before the Closing Date, all Taxes shown to be due and payable on such PLTS Tax Returns or otherwise due and payable. All such PLTS Tax Returns have been, or will be when filed, accurately and completely prepared in full compliance with all applicable Legal Requirements. PLTS has delivered or made available to CLU accurate and complete copies of all PLTS Tax Returns filed for each of the previous three years. Section 2.1(h)(ii) of the Disclosure Schedule lists each jurisdiction in which PLTS files any Tax Return (or annual financial statement) and each jurisdiction which has issued PLTS a tax-exemption letter, exempt organization certificate or similar ruling on exemption from Tax.

**(iii)** The PLTS Financial Statements fully accrue all liabilities for Taxes required to be accrued under applicable Legal Requirements with respect to all periods through the dates thereof. PLTS has established reserves adequate for the payment of all Taxes for the period from July 1, 2012 through the Closing Date.

**(iv)** No PLTS Tax Return has been examined or audited by any Governmental Body, no audit or other examination of any PLTS Tax Return by any Governmental Body is presently in progress, and PLTS has not been notified in writing of any request for such an audit or other examination. No adjustment relating to any PLTS Tax Returns has been proposed in writing by any Governmental Body. No extension or waiver of the limitation period applicable to any of the PLTS Tax Returns has been granted, and no such extension or waiver has been requested from PLTS.

**(v)** PLTS has withheld or collected from each payment made to any person, including each of its employees, partners and creditors, the entire amount of Tax required to

be withheld or collected therefrom and has duly and timely paid the same to the appropriate Governmental Body.

(vi) PLTS has filed, on a timely basis, a Form RRF 1 for calendar years 2007-2012 with the Attorney General of the State of California.

(i) **Employment Matters.** Section 2.1(i) of the Disclosure Schedule sets forth a true and complete list of the positions, tenure, status, wage and salary information, length of employment, vacation and sick time accruals, and any bonus provisions for all employees of PLTS as of the date hereof. PLTS has provided a copy of PLTS's employee handbook to CLU. Except as set forth on Section 2.1(i) of the Disclosure Schedule, all individuals engaged in the operation of PLTS are employees of PLTS. PLTS has no obligation, express or implied, oral or written, to make any payments or distributions to any employee of PLTS as a result of the consummation of the Merger. Neither this Agreement nor the consummation of the Merger shall entitle any current or former employee of PLTS to accelerate the time of payment or vesting, or increase the amount of any compensation due to any current or former employee. To the knowledge of PLTS, PLTS (i) is in material compliance with all applicable Legal Requirements respecting employment, employment practices, terms and conditions of employment and wages and hours, worker classification, tax withholding, prohibited discrimination, equal employment, fair employment practices, meal and rest periods and immigration status, (ii) has withheld and reported all material amounts required by Legal Requirements or by agreement to be withheld and reported with respect to wages, salaries and other payments to employees, (iii) is not liable for any material arrears of wages or any Taxes or any penalty for failure to comply with any of the foregoing, (iv) is not liable for any material payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Body, with respect to unemployment compensation benefits, social security or other benefits or obligations for employees (other than routine payment consistent with past practice), and (v) has paid or provided as and when due all compensation and benefits that employees or former employees are entitled to receive under any Benefit Plan. There are no pending, or, to knowledge of PLTS, threatened claims or actions against PLTS under any worker's compensation policy. There are no actions, suits, claims, labor disputes or grievances pending, or, to the knowledge of PLTS, threatened relating to any labor, safety or discrimination matters involving any employee, including charges of unfair labor practices or discrimination complaints. To the knowledge of PLTS, PLTS has not engaged in any unfair labor practices within the meaning of the National Labor Relations Act. PLTS is not presently, nor has it been in the past, a party to, or bound by, any collective bargaining agreement or union contract with respect to any of the employees and no collective bargaining agreement is being negotiated by PLTS. No consent of any union (or similar group or organization) is required in connection with the consummation of the transactions contemplated hereby. There are no pending, or, to the knowledge of PLTS, threatened (1) union representation petitions respecting the employees, (2) efforts being made to organize any of the employees, or (3) strikes, slowdowns, work stoppages, or lockouts or threats affecting the employees. Except as set forth on Section 2.1(i) of the Disclosure Schedule, the employment of all employees at PLTS is "at will" employment.

**(j) Employee Benefit and Executive Compensation Matters.**

**(i)** Section 2.1(j) of the Disclosure Schedule contains a complete and accurate list of all Benefit Plans that are sponsored, maintained or participated in by PLTS or under which PLTS is obligated. PLTS has delivered or made available to CLU (1) accurate and complete copies of all such Benefit Plan documents and all other material documents relating thereto, including (if applicable) all current summary plan descriptions, the most recent summary annual reports, insurance contracts and any service agreements related to the Benefit Plans, (2) accurate summaries of all unwritten Benefit Plans (if any exist), (3) accurate and complete copies of the most recent financial statements and actuarial reports with respect to all such Benefit Plans for which financial statements or actuarial reports are required or have been prepared, and (4) accurate and complete copies of all annual reports for all such Benefit Plans (for which annual reports are required) filed within the last three years. Each such Benefit Plan providing benefits that are funded through a policy of insurance is indicated by the word “insured” placed by the listing of the Benefit Plan in Section 2.1(j) of the Disclosure Schedule.

**(ii)** Each Benefit Plan has at all times been operated and administered in material compliance with its own terms, the provisions of the Code, the Age Discrimination in Employment Act and all other applicable Legal Requirements. All returns, reports and disclosure statements required to be made for the Benefit Plans under the Code or any other applicable Legal Requirement have been timely filed or delivered, and PLTS has delivered or made available to CLU accurate and complete copies of all such returns, reports and disclosure statements filed or delivered in the three year period ending on the Closing Date. Except as set forth in Schedule 2.1(j) of the Disclosure Schedule, PLTS (1) is not aware of any violation of the Code or any other applicable Legal Requirement with respect to any of its Benefit Plans, or (2) any failure to follow the written terms of any of its Benefit Plans.

**(iii)** PLTS is not a party to any Benefit Plan that is intended to be qualified under Section 401(a) of the Code and exempt from tax under Section 501(a) of the Code.

**(iv)** PLTS does not sponsor any defined benefit plan subject to Title IV of ERISA, nor does PLTS have a current or contingent obligation to contribute to any multiemployer plan (as defined in Section 3(37) of ERISA). PLTS does not have any liability with respect to any employee benefit plan (as defined in Section 3(3) of ERISA) other than with respect to such Benefit Plans.

**(v)** There are no pending or, to the knowledge of PLTS, any threatened claims by or on behalf of any such Benefit Plans, or by or on behalf of any individual participants or beneficiaries of any such Benefit Plans, alleging any breach of fiduciary duty on the part of PLTS or any of its officers, directors or employees under ERISA or any other applicable Legal Requirements, or claiming benefit payments (other than those made in the ordinary operation of such plans). No prohibited transaction (within the definition of Section 4975 of the Code or Section 406 of ERISA) has occurred with respect to any such Benefit Plans. The Benefit Plans are not the subject of any pending (or to the knowledge of PLTS, any threatened) investigation or audit by the

Internal Revenue Service, the Department of Labor or the Pension Benefit Guaranty Corporation (“*PBGC*”). Except as described in Section 2.1(j) of the Disclosure Schedule, PLTS is not aware of any other claim (other than routine claims for benefits that are not the subject of a dispute), action, lawsuit, or Legal Proceeding with a Governmental Body that exists with respect to any such Benefit Plans.

(vi) PLTS has timely made all required contributions, payments, reimbursements and accruals under such Benefit Plans including the payment of any premiums payable to the PBGC, if applicable, and other insurance premiums. PLTS has no unfunded benefit obligations that have not been accounted for by reserves, or otherwise properly footnoted, on the PLTS Financial Statements.

(vii) Except as described in Section 2.1(j) of the Disclosure Schedule, (1) no Benefit Plan provides any health, life or other welfare coverage to employees of PLTS beyond termination of their employment with PLTS by reason of retirement or otherwise, other than coverage as maybe required under Section 4980B of the Code or Part 6 of ERISA, or under the continuation of coverage provisions of the Legal Requirements of any state or locality, (2) no former employee of PLTS is receiving from any Benefits Plan any retiree health benefits, retiree life insurance benefits or any other retiree welfare benefits, and (3) no contractual commitment has been made to any employee of PLTS (whether through an agreement, any document mentioning a Benefit Plan, or otherwise) that he or she will be entitled to receive any retiree health benefits, retiree life insurance benefits or any other retiree welfare benefits.

(viii) Section 2.1(j) of the Disclosure Schedule contains a complete and accurate list of (1) any PLTS Benefit Plan that is being treated as a church plan under the Code, (2) any PLTS Benefit Plan that is being treated as a church plan under ERISA, and (3) any PLTS retirement Benefit Plan for which a church plan election has been made under Section 410(d) of the Code to be covered by the provisions of the Code with respect to participation, vesting, funding and other matters.

(ix) Section 2.1(j) of the Disclosure Schedule contains a complete and accurate list of any severance, stay or retention bonus, continuation pay, or any other arrangement providing for pay upon termination of employment (whether under an employment agreement or otherwise) between PLTS and any employee, board member, independent contractor, or consultant that will continue to be a liability or that will become a liability of CLU from and after the Closing. PLTS has delivered or made available to CLU accurate and complete copies of all such severance, stay or retention bonus, continuation pay or other arrangements providing for pay upon termination of employment.

(x) Except as described in Section 2.1(j) of the Disclosure Schedule, (1) each PLTS “nonqualified deferred compensation plan” (as such term is defined in Section 409A(d)(1) of the Code) has, since January 1, 2005, been in operational compliance with Code Section 409A, and, since January 1, 2009, been in documentary compliance with Code Section

409A, and (2) each PLTS “deferred compensation plan” that is subject to the requirements of Section 457 of the Code complies with the applicable requirements in Section 457 of the Code.

(xi) Except as described in Section 2.1(j) of the Disclosure Schedule, each PLTS Benefit Plan can be freely amended, terminated or otherwise discontinued after the Closing without the consent of any covered PLTS employee or former employee and without liability (other than ordinary administrative expenses) to any such employee, former employee or third party, and PLTS does not have any express or implied commitment, whether legally enforceable or not, to adopt any new Benefit Plan or modify, change or terminate any existing Benefit Plan other than as may be required by ERISA or the Code. No termination, discontinuance, load, market value adjustment or similar fee or expense is or shall become payable by any PLTS Benefit Plan in connection with the discontinuance of contributions to, and/or the amendment or termination of, any such Benefit Plan.

(xii) No violation has occurred in the requirements under Section 4958 of the Code relating to excess benefit transactions with disqualified persons.

**(k) Noncontravention; Consents.**

(i) Except as may be required by the CNCL or as described in Section 2.1(k)(i) of the Disclosure Schedule, no consent, waiver, approval or authorization, or filing, registration or qualification, is required to be made or obtained by PLTS in connection with the execution, delivery and performance of this Agreement by PLTS.

(ii) The execution and delivery of this Agreement by PLTS and the consummation by PLTS of the transactions contemplated by this Agreement will not: (1) cause a violation of any of the provisions of the articles of incorporation or bylaws of PLTS or of the Constitution, Bylaws or Continuing Resolutions of the Evangelical Lutheran Church in America; (2) cause a violation by PLTS of any Legal Requirement applicable to PLTS; (3) cause a default on the part of PLTS under any Material Contract; (4) result in termination of, accelerate the performance required by, result in a breach of, or otherwise violate the terms of any Material Contracts or Material Restricted Funds (as defined below) to which PLTS is a party or is a beneficiary; (5) result in the creation or imposition of any Encumbrance (other than a Permitted Encumbrance) upon any of the assets of PLTS or accelerate any indebtedness of PLTS, or result in the cancellation, modification, revocation or suspension of any of its Licenses and Permits (as defined below).

**(l) Real Property.**

(i) Section 2.1(l)(i) of the Disclosure Schedule sets forth a complete and accurate list of (1) all real property that is owned by PLTS (the “*Owned PLTS Real Property*”), (2) all real property this is leased by PLTS (the “*Leased PLTS Real Property*,” and together with the Owned PLTS Real Property, the “*PLTS Real Property*”), and (3) all real property leases under which any Leased PLTS Real Property is occupied or possessed (the “*PLTS Real Property Leases*”). PLTS has (A) good and valid, fee simple title to all Owned PLTS Real Property, free



from any Encumbrances other than Permitted Encumbrances, and (B) valid leasehold interests in and to all of the Leased PLTS Real Property, free from any Encumbrances other than Permitted Encumbrances. To the knowledge of PLTS, all of the Owned PLTS Real Property conforms to applicable Legal Requirements, including, without limitation, all applicable zoning laws, relating to its construction, use and operation in all material respects. To the knowledge PLTS, PLTS has obtained all licenses and rights-of-way from Governmental Bodies, or private parties that are necessary to ensure vehicular and pedestrian ingress and egress to and from the Owned PLTS Real Property, except when the failure to have obtained such licenses or right-of-way, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. Each PLTS Real Property Lease is in full force and effect and has not been assigned, modified, supplemented or amended and PLTS is not in default under any such lease, and no circumstance or set of facts exist which, with the giving of notice or passage of time, or both, would permit landlord or PLTS to terminate any such lease prior to the end of the stated term of such PLTS Real Property Lease. To the knowledge of PLTS, the occupancy, use and operation of PLTS of each of the Leased PLTS Real Properties conforms, in each case, with the terms and provisions of the applicable PLTS Real Property Lease and all applicable Legal Requirements relating to the use and occupancy of such Leased PLTS Real Property in all material respects.

(ii) To PLTS's knowledge: (1) no Hazardous Materials (as defined below) are located or have been released on the PLTS Real Property; (2) there are no underground or above-ground storage tanks located on the PLTS Real Property; (3) the PLTS Real Property is and has been in compliance with all applicable Environmental Laws (as defined below); (4) there are no Legal Proceedings pending or threatened under any Environmental Law with respect to the PLTS Real Property; and (5) PLTS has not received any notice, claim or demand regarding the presence of Hazardous Materials on the PLTS Real Property, or alleging that the PLTS Real Property is in violation of any Environmental Laws. "*Hazardous Materials*" means any waste, pollutant, chemical, hazardous material, hazardous substance, toxic substance, hazardous waste, special waste, solid waste, asbestos, radioactive materials, polychlorinated biphenyls, petroleum or petroleum-derived substance or waste and any other pollutant, material, substance or waste regulated under or as defined by any Environmental Laws. "*Environmental Laws*" means all present and future federal, state and local laws, statutes, regulations, rules, ordinances and common law, and all judgments, decrees, orders, agreements or permits, issued, promulgated, approved or entered thereunder by any Governmental Body relating to pollution or Hazardous Materials or protection of human health or the environment, including the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended.

(m) **Authority; Binding Nature of Agreement.** PLTS has all requisite corporate power and authority to enter into this Agreement and consummate the transactions contemplated herein. The execution and delivery by PLTS of this Agreement and the consummation by PLTS of the transactions contemplated herein have been duly and validly authorized by all necessary corporate action on the part of PLTS and its members. This Agreement has been duly and validly executed and delivered by PLTS and, assuming the due authorization, execution and delivery by CLU, constitutes a legal, valid and binding obligation of PLTS, enforceable against PLTS in accordance with its terms, subject to (i) laws of general application relating to bankruptcy,

insolvency and the relief of debtors, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

(n) **Insurance.** Section 2.1(n) of the Disclosure Schedule contains a complete and accurate list of all policies or binders of insurance held by or on behalf of PLTS, specifying with respect to each policy the insurer, the amount of the coverage, the type of insurance, the risks insured, the expiration date, the policy number and any pending claims thereunder. There is no default with respect to any such policy or binder, nor has there been any failure to give any notice or present any claim under any such policy or binder in a timely fashion or in the manner or detail required by the policy or binder. There is no notice of non-renewal or cancellation with respect to, or disallowance of any claim under, any such policy or binder that has been received by PLTS.

(o) **Funds for the Benefit of PLTS.** Section 2.1(o) of the Disclosure Schedule contains a complete and accurate list of all restricted and unrestricted funds of PLTS as of December 31, 2012, and for restricted funds in excess of \$[100,000] individually (the “*Material Restricted Funds*”), a description of such restrictions. PLTS is not in default with respect to the restrictions of any of its unrestricted funds. Section 2.1(o) of the Disclosure Statement also contains a complete and accurate list of all trusts, entities, or donor advised funds holding funds or assets for the benefit or use of PLTS with descriptions thereof. PLTS is not in default with respect to any requirements of such third party funds and has no knowledge of the cancellation or revocation of such funds.

(p) **Student Affairs.** Section 2.1(p) of the Disclosure Schedule contains a complete and accurate list of all material written PLTS handbooks, policies, guidelines and rules applicable to existing PLTS students and all financial aid, loan and scholarship programs provided by PLTS to existing PLTS students (“*Financial Aid Programs*”), copies of which PLTS has delivered or made available to CLU. PLTS is not in default under any Financial Aid Program and has no knowledge of any cancellation or threatened cancellation of any Financial Aid Program. PLTS has no knowledge of any pending accreditation actions which could negatively affect its accreditation.

(q) **Licenses and Permits.** Section 2.1(q) of the Disclosure Schedule sets forth a true and complete list of all licenses, permits, accreditations, authorizations and approvals issued or granted to PLTS with respect to its operations by any Governmental Body or third party accrediting organization (the “*Licenses and Permits*”), and all pending applications therefor. Such list, where applicable, specifies the date issued, granted or applied for, the expiration date and the current status thereof. Each License and Permit has been duly obtained, is valid and in full force and effect, and is not subject to any pending or threatened Legal Proceeding to revoke, cancel, suspend or declare such License and Permit invalid in any respect. No license, permit, franchise, authorization or approval by or from any Governmental Body or third party accrediting organization, other than the Licenses and Permits, is required to permit the continued lawful conduct of the operations of PLTS in the manner now conducted and none of the operations of PLTS are being conducted in a manner that violates any of the terms or conditions under which any License and Permit was

granted. No such License and Permit will in any way be affected by, or terminate or lapse by reason of, the transactions contemplated by this Agreement.

(r) **Accounts.** Section 2.1(r) of the Disclosure Schedule lists all bank and other accounts in which any of the cash and cash equivalents of PLTS are held. Such accounts are titled solely in the name of PLTS, and there are no commingled funds of other Persons contained in such accounts. Also set forth on Section 2.1(r) of the Disclosure Schedule for each such account are the names of all Persons with authority to withdraw funds from, or execute drafts or checks on, each such account.

(s) **Equipment and Machinery.** Section 2.1(s) of the Disclosure Schedule sets forth a complete and correct list of each item of furniture, fixtures, equipment and machinery (the "*Furniture and Equipment*") having an original purchase cost or aggregate lease cost exceeding Five Thousand Dollars (\$5,000). PLTS has good title free and clear of all title defects, objections and Encumbrances, to the Equipment and Machinery owned by it. PLTS holds good and transferable leaseholds in all of the Equipment and Machinery leased by it in each case under valid and enforceable leases.

(t) **Intellectual Property.** Section 2.1(t) of the Disclosure Schedule sets forth a complete and correct listing of all letters patent, patent qualifications, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names, brands, trade dress, logos, designs, private labels, copyrights, know-how, trade secrets and licenses, including software, and complete network systems (collectively, the "*Intellectual Property*") owned by PLTS. All Intellectual Property is owned by PLTS, free and clear of all Encumbrances and is in good standing and is not known to be the subject of any challenge. To the knowledge of PLTS, the PLTS's ownership or license rights in the Intellectual Property does not conflict with the rights of others. PLTS owns or has the right to use all computer software, software systems and databases and all other information systems currently in use by PLTS.

(u) **No Subsidiaries.** PLTS has no Subsidiaries. As used in this Section 2.1(u), the term "*Subsidiary*" means any corporation or other organization, whether incorporated or unincorporated, of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is at the time directly or indirectly owned or controlled by PLTS. Section 2.1(u) of the Disclosure Schedule lists any joint venture, partnership or similar arrangement that PLTS participates in, or has participated in within the last five years, together with a description of PLTS's obligations or Liabilities in connection therewith.

(v) **Capital Stock.** PLTS has no authorized or issued capital stock.

(w) **Affiliate Arrangements.** Except for compensation paid or payable by PLTS to bona fide employees of PLTS in the ordinary course of business, there are no Contracts, arrangements, liabilities or obligations (whether or not evidenced by a writing) between PLTS, on the one hand, and any director or officer of the Company, or an Affiliate of such director or officer

on the other hand (any such Contract, liability or obligation, an “*Affiliate Arrangement*”). Each Affiliate Arrangement is and at all times has been on terms and conditions as favorable to PLTS as would have been obtainable by it at the time in a comparable arm’s length transaction with an unrelated third party.

(x) **Minute Books and Other Records.** True, complete and correct copies of the minute books of PLTS have been made available to CLU and its representatives and contain accurate and complete records of all meetings of, and actions taken by (including action taken by written consent or otherwise without a meeting) the members and board of directors, as applicable, and any committee thereof of PLTS, as applicable, described therein. PLTS has not taken any action that is inconsistent in any material respect with any resolution adopted by its members or board of directors, as applicable, or any committee thereof.

(y) **Data Protection.** PLTS has complied at all times and in all material respects with all applicable Legal Requirements pertaining to privacy or personally identifiable data (including, but not limited to, the privacy requirements that apply to protected health information under the Health Insurance Portability and Accountability Act of 1996, as amended, and the Health Information Technology for Economic and Clinical Health Act). PLTS has taken reasonable administrative, technical, and logical safeguards to protect such information.

(z) **Disclosure.** To the knowledge of PLTS, none of this Agreement or any Schedule, Exhibit or certificate delivered by PLTS pursuant hereto contains any untrue statement of a material fact or omits any statement of a material fact necessary to make the statements contained herein or therein, taken as a whole, in light of the circumstances in which they were made, not misleading.

**2.2 Representations and Warranties of CLU.** Subject to such exceptions as are disclosed in the Disclosure Schedule delivered by CLU, CLU hereby represents and warrants to PLTS as follows:

(a) **Organization and Qualification.** CLU is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite corporate power and authority to: (i) conduct its business in the manner in which its business is currently being conducted; (ii) own and use its assets in the manner in which its assets are currently being owned and used; and (iii) perform its obligations under all Contracts by which it is bound.

(b) **Financial Statements.**

(i) CLU has delivered to PLTS the audited consolidated statement of financial position of CLU as of May 31, 2012 and May 31, 2011, and the related audited consolidated statements of activities and cash flows for the years then ended, as well as the unaudited year-to-date consolidated statement of financial position as of February 28, 2013 and the related consolidated statement of activities (collectively, the “*CLU Financial Statements*”).

(ii) The CLU Financial Statements are accurate and complete in all material respects and present fairly the financial position of CLU as of the respective dates thereof and have been prepared on a consistent basis throughout the periods covered.

(iii) CLU has no liabilities of the type required to be disclosed in the liabilities column of a balance sheet, except for: (1) liabilities disclosed in the CLU Financial Statements; and (2) liabilities incurred in the ordinary course of business.

(c) **Indebtedness.** Except as set forth in Section 2.2(c) of the Disclosure Schedule, subsequent to May 31, 2012, CLU has not incurred any indebtedness for borrowed money or guaranteed any such indebtedness, except in the ordinary course of business.

(d) **Legal Proceedings.** There is no judgment or order outstanding or any pending or, to the knowledge of CLU, threatened Legal Proceeding that challenges or may have the effect of preventing, delaying or otherwise interfering with the Merger. To the knowledge of CLU, no event has occurred, and no claim, dispute or other circumstance exists, that could reasonably be expected to serve as the basis for the commencement of any such Legal Proceeding.

(e) **Tax Matters.** CLU is, and at all times from its inception has been, a corporation exempt from federal income tax under the California R&TC and Section 501(a) of the Code. CLU is an organization described in Section 501(c)(3) of the Code and Section 23701d of the California R&TC, and has received a favorable determination letter to such effect from each of the IRS and the FTB, which determination letters have not been modified, limited or revoked. CLU is, and at all times from its inception has been, in compliance with the terms, conditions and limitations of such determinations. CLU has not notified either the IRS or the FTB of any change in its support, purposes, character or method of operation, and neither the IRS nor the FTB has notified CLU of an intention to revoke its tax-exempt status.

(f) **Noncontravention; Consents.**

(i) Except as may be required by the CNCL or as described in Section 2.2(f)(i) of the Disclosure Schedule, no consent, waiver, approval or authorization, or filing, registration or qualification, is required to be made or obtained by CLU in connection with the execution, delivery and performance of this Agreement by CLU.

(ii) The execution and delivery of this Agreement by CLU and the consummation by CLU of the transactions contemplated by this Agreement will not: (1) cause a violation of any of the provisions of the articles of incorporation or bylaws of CLU; (2) cause a violation by CLU of any Legal Requirement applicable to CLU; or (3) cause a default on the part of CLU under any material Contract, except for defaults that would not have a Material Adverse Effect on CLU.

(g) **Authority; Binding Nature of Agreement.** CLU has all requisite corporate power and authority to enter into this Agreement and consummate the transactions contemplated herein. The execution and delivery by CLU of this Agreement and the consummation by CLU of

the transactions contemplated herein have been duly and validly authorized by all necessary corporate action on the part of CLU and its members/convocators. This Agreement has been duly and validly executed and delivered by CLU and, assuming the due authorization, execution and delivery by PLTS, constitutes a legal, valid and binding obligation of CLU, enforceable against CLU in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

### ARTICLE 3

#### COVENANTS

**3.1 Access to Premises and Records.** Between the date of this Agreement and the Closing Date, PLTS and CLU shall each give each other and each such party's representatives, during normal business hours and with reasonable prior notice, access to its books and records and will furnish to such other party and its representatives such information as such party may from time to time reasonably request with respect to its assets and liabilities and operations.

**3.2 Continuity and Maintenance of Operations.**

(a) Except (1) as to actions of which the other party has been advised and to which such other party has consented in writing, (2) as specifically permitted or required by this Agreement or required by any Legal Requirement, and (3) for subsections 3.2(a)(v)-(viii) which shall not apply to CLU, between the date of this Agreement and the Closing Date, each party shall:

- (i) operate in the ordinary course consistent with past practices;
- (ii) maintain insurance as in effect on the date of this Agreement;
- (iii) keep all of its business books, records and files in the ordinary course of business in accordance with past practices;
- (iv) not amend its articles of incorporation or bylaws;
- (v) not incur any indebtedness for borrowed money or guarantee any such indebtedness, in each case outside the ordinary course of business;
- (vi) not adopt or materially amend any Benefit Plan or increase the compensation of any officer or employee, except for increases in the ordinary course of business;
- (vii) not change its methods of accounting or accounting practices in any material respect;
- (viii) materially amend or prematurely terminate any Material Contracts (except in the ordinary course of business); and

(ix) not take or omit to take any action that would cause such party to be in breach of any of its representations or warranties in this Agreement.

(b) Except (1) as to actions of which PLTS has been advised as of the date hereof, and (2) as specifically permitted or required by this Agreement or required by any Legal Requirement, between the date of this Agreement and the Closing Date, CLU shall notify PLTS prior to incurring any indebtedness for borrowed money or guaranteeing any such indebtedness, in each case outside the ordinary course of business. For purposes of clarity, nothing in this Section 3.2(b) shall require CLU to obtain the consent of PLTS prior to incurring any indebtedness for borrowed money or guaranteeing any such indebtedness.

### **3.3 Filings and Consents.**

(a) PLTS and CLU will cooperate with one another in good faith to promptly make and effect all registrations, filings and submissions required to be made or effected by it pursuant to all applicable Legal Requirements with respect to the Merger and shall use commercially reasonable efforts to cause to be taken on a timely basis, all other actions necessary or appropriate for the purpose of consummating the transactions contemplated by this Agreement.

(b) Without limiting the generality of the foregoing, (i) each of PLTS and CLU shall use its commercially reasonable efforts to obtain, as soon as practicable and at its expense, all consents required to be obtained by such party in connection with the Merger, in form and substance reasonably satisfactory to the other party (“*Consents*”); and (ii) at least twenty (20) days prior to the Closing Date, PLTS and CLU shall file, or cause to be filed, the AG Notice with the Attorney General of the State of California, pursuant to Section 1.2; and (iii) as soon as practicable on or after the Closing Date, the parties shall cause CLU to file the Agreement of Merger and the Officer’s Certificates, pursuant to Section 1.3.

**3.4 Notification of Certain Matters.** Between the date of this Agreement and the Closing Date, each party shall give notice to the other party of the discovery by such party of (a) any material inaccuracy in any representation or warranty of such party, (b) any material failure on the part of such party to comply with any of its covenants contained in this Agreement; (c) the occurrence of any event or the existence of any circumstances that would make satisfaction of any of the conditions set forth in ARTICLE 4 or ARTICLE 5 by such party, as applicable, impossible or unlikely; or (d) any Material Adverse Effect with respect to its assets, properties or operations.

**3.5 Seminary Advisory Board.** Prior to the Closing, the CLU Board of Regents shall create a PLTS advisory board, the purpose of which will be to provide advice and guidance regarding the operations of Pacific Lutheran Theological Seminary, in accordance with the Statement of Shared Principles attached hereto as Exhibit D (the “*Shared Principles*”). The Shared Principles shall be used in good faith after the Closing to guide the operations of the Surviving Corporation; it being understood, however, that the Shared Principles are aspirational goals and not binding legal requirements. In the event of any conflict between the Shared Principles and the terms of this Agreement, the terms of this Agreement shall control. The PLTS advisory board shall relate

to the Church Council of the ELCA through the appropriate ELCA unit. Membership in the PLTS advisory board shall be determined in accordance with the provisions of Article VII, Section 4 of the Amended and Restated Bylaws of CLU in the form attached hereto as Exhibit C.

**3.6 Chief Administrative Officer of PLTS.** After the Closing, PLTS 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 the church. In the appointment or election of the chief administrative officer of the seminary, CLU shall consult with the PLTS advisory board, the presiding bishop of the ELCA and the appropriate ELCA unit, and agrees that any action to modify the foregoing provisions relating to the chief administrative officer will be done with the agreement of the ELCA. The CLU Board shall exercise all other normal governance functions relating to the seminary, including the appointment of tenured faculty, in consultation with the PLTS advisory board.

**3.7 Indemnification; Exculpation.**

(a) All rights to indemnification and exculpation from Liabilities for acts or omissions occurring at or prior to the Closing (including with respect to the Merger) existing as of the date hereof in favor of the current or former directors or officers of PLTS, as provided in the charter documents or any indemnification agreements of the Company and pursuant to applicable law shall survive the Merger and shall continue in full force and effect without amendment, modification or repeal in accordance with their terms for a period of not less than six (6) years after the Closing; provided, however, that if any claims are asserted or made within such period, all rights to indemnification (and to advancement of expenses) hereunder in respect of any such claims shall continue, without diminution, until disposition of any and all such claims.

(b) PLTS will purchase, on or prior to the Closing, a prepaid policy or policies that will remain in effect for a period of at least six (6) years after the Merger Effective Time covering those persons who are covered as of the date of this Agreement by the PLTS directors' and officers' liability insurance policy, with respect to claims arising from facts or events that occurred on or prior to the Closing.

(c) The provisions of Section 3.7(a) are intended to be for the benefit of, and enforceable by, each party indemnified pursuant to Section 3.7(a) (or as otherwise referenced in Section 3.7(a)), his or her heirs and his or her representatives.

**3.8 PLTS Restricted Endowments.** During the period between the date of this Agreement and the Closing, PLTS and CLU shall work together to identify any restrictions or change of control provisions in grants, endowments and similar funds available or pledged to PLTS. PLTS and CLU shall cooperate to determine any actions that may be necessary, including without limitation any consent or acknowledgment from the grantor of such funds, in order that such funds, resources or pledges will not be adversely affected by the Merger.

**3.9 Disposition of PLTS Real Estate and Endowments.** After the Closing, it is CLU's intention that (a) the proceeds from any sale of PLTS real estate shall first be used to reimburse CLU for its actual costs of ownership for that real estate and its investments made in the seminary, and the



remainder shall be applied primarily in support of seminary operations, though that support may also benefit other adjacent CLU programs, and (b) the PLTS endowment and any other financial assets of the seminary shall be applied primarily in support of seminary operations, though that support may also benefit other adjacent CLU programs, so long as such uses are in accordance with the original donors' instructions for such endowment.

**3.10 Supplemental Schedules.** Each party shall, from time to time prior to the Closing, supplement or amend any of its Disclosure Schedule to reflect changes after the date of this Agreement (provided, such supplement or amendment shall be disregarded in determining whether the closing condition in Section 4.1 or Section 5.1 ("Accuracy of Representations and Warranties"), as applicable, has been satisfied as of the Closing.

**3.11 Student Matters.**

(a) All students of PLTS in good standing immediately prior to the Closing shall continue in their degree programs at the Pacific Lutheran Theological Seminary of CLU following the Closing.

(b) From and after the Closing, new applicants for admission to PLTS's degree programs shall be made, unless determined otherwise, to the Pacific Lutheran Theological Seminary of CLU. From and after the Closing Date, all degrees of PLTS shall be granted, unless determined otherwise, by the Pacific Lutheran Theological Seminary of CLU.

**3.12 Employee Matters.**

(a) Unless notified in writing by CLU at least ten (10) business days prior to the Closing, PLTS shall, as of the Merger Effective Time: (i) discontinue its participation in any Benefit Plan that is administered by the Board of Pensions of the ELCA (by providing any required notice that it is discontinuing its status as a participating employer in any such plan and/or taking any other action necessary to cease participation in any such plan); and (ii) terminate its participation in any other Benefit Plan (and, to the extent specified by CLU, any related insurance policies and bonds). PLTS shall provide CLU at the Closing with documentation satisfactory to CLU evidencing any such discontinuances and terminations. Notwithstanding the proceeding sentence, CLU shall have the option, in its sole discretion and exercised by the delivery to PLTS of a written request at least ten (10) business days prior to the Closing, to require PLTS to transfer any PLTS Benefit Plans or related insurance policies (other than any such plans or policies maintained by the Board of Pensions of the ELCA) to CLU.

(b) The parties shall, after the Closing, cooperate to treat continuing employees of PLTS in good faith and consistent with the Shared Principles; it being understood, however, that the Shared Principles are aspirational goals and not binding legal requirements. In the event of any conflict between the Shared Principles and the terms of this Agreement, the terms of this Agreement shall control. The salary and benefits of continuing employees, such as seminary faculty and staff, shall be determined in a manner consistent and equitable with other CLU departments and divisions, recognizing that salaries may vary across disciplines; *provided*,

*however*, that (i) nothing herein will prevent the amendment or termination of any specific plan, program or arrangement or interfere with CLU's right or obligation to make such changes as are necessary to comply with applicable Legal Requirements, and (ii) there can be no assurance that the "parsonage allowance" under Section 107 of the Code will be available to any continuing employees after the Closing. Notwithstanding anything to the contrary set forth herein, nothing herein shall preclude CLU from terminating the employment of any continuing employee for any reason.

(c) To the extent permitted pursuant to the terms of such plans and under applicable Legal Requirements, for all purposes under the employee benefit plans of CLU providing benefits to any continuing employees after the Merger Effective Time (the "*Post-Closing Plans*"), each continuing employee will be credited with his or her years of service with PLTS before the Merger Effective Time for purposes of eligibility to participate and vesting, but not: (i) for purposes of benefit accrual; (ii) for any purpose where service credit for the applicable period is not provided to participants generally; or (iii) for any purpose that would result in the dollar value of a continuing employee's vacation accruals or "flex time" accruals that are attributable to the employee's years of service with PLTS before the Merger Effective Time having a Post-Merger Effective Time dollar value that is any greater than its dollar value immediately prior to the Merger Effective Time (since CLU has sick leave time rather than "flex time," the dollar value of any such PLTS "flex time" shall be converted to an equivalent dollar value of CLU sick leave time as of the Merger Effective Time in accordance with such reasonable requirements as are specified by CLU). In addition, and without limiting the generality of the foregoing, to the extent permitted pursuant to the terms of such plans and under applicable Legal Requirements, for purposes of each Post-Closing Plan providing medical, dental, pharmaceutical and/or vision benefits to any continuing employee, CLU will cause all pre-existing condition exclusions and actively-at-work requirements of such Post-Closing Plan to be waived for such continuing employee and any of his or her dependents who are eligible for coverage under the Post-Closing Plan (provided, however, that the waivers in this sentence shall only be implemented if the insurer or third party administrator of the applicable Post-Closing Plan is reasonably able to implement such waivers).

(d) PLTS shall use its good faith efforts to provide CLU with such information or documentation as CLU may reasonably request consistent with applicable Legal Requirements, that PLTS's employees, board members, independent contractors and consultants, as of a date that is as close to the Closing as practicable, have been paid or provided by PLTS with: (i) all compensation, including all wages, salary, overtime pay, meal breaks, bonuses, vacation pay, sick pay and other payments and benefits, and (ii) all required contributions, payments, reimbursements and other benefits under any Benefit Plans that such persons participate in that are sponsored, maintained or participated in by PLTS or under which PLTS is obligated.

**3.13 ELCA Compliance.** Each party agrees to cooperate to ensure that the terms of the Merger, this Agreement and the transactions contemplated hereby comply with the requirements of the Constitution, Bylaws and Continuing Resolutions of the ELCA.

## ARTICLE 4

### CONDITIONS TO CLU'S OBLIGATION TO EFFECT THE MERGER

The obligation of CLU to effect the Merger shall be subject to the satisfaction or waiver of the following conditions prior to the Closing; *provided, however*, that CLU may waive in writing any conditions other than the conditions set forth in Section 4.4, which may not be waived:

**4.1 Accuracy of Representations and Warranties.** The representations and warranties of PLTS contained in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing, with the same effect as though made on and as of the Closing, except: (a) for such changes permitted or contemplated by the terms of this Agreement; and (b) insofar as any of such representations and warranties relate solely to a particular date or period, in which case they shall be true and correct in all material respects as of the date of this Agreement on the Closing with respect to such date and period.

**4.2 Notice to Attorney General.** PLTS and CLU shall have filed the AG Notice with the Attorney General of the State of California at least 20 days prior to the Closing.

**4.3 No Material Adverse Effect.** There shall not have occurred any change, event, or condition that, individually or in the aggregate with any other changes, events, or conditions, which results in, or would reasonably be expected to result in, a Material Adverse Effect with respect to the assets, properties, operations, reputation, goodwill or Benefit Plans of PLTS.

**4.4 Governmental or Legal Action.** No action, suit or proceeding shall be pending or threatened by any Governmental Body and no Legal Requirement shall have been enacted, promulgated or issued or deemed applicable to the Merger that would: (a) prohibit CLU's ownership or operation of PLTS's assets or (b) prevent or make illegal the consummation of the Merger or any of the related transactions contemplated by this Agreement.

**4.5 Performance of Covenants.** PLTS shall have performed or complied with in all material respects all covenants and obligations required by this Agreement to be performed or complied with by such party at or prior to the Closing.

**4.6 Consents.** PLTS shall have delivered to CLU evidence, in form and substance reasonably satisfactory to CLU, that material Consents required to be obtained by PLTS in connection with the Merger have been obtained.

**4.7 Grants and Endowments.** CLU shall be satisfied, in the exercise of its reasonable judgment, that the grants and endowments and similar sources of funding of PLTS will not be adversely materially affected by the Merger.

**4.8 President's Certificate.** CLU shall have received from PLTS a certificate, dated as of the Closing Date, signed by the President of PLTS in her capacity as such in which such person shall state, to the best of her knowledge after reasonable investigation, that the representations and

warranties of PLTS contained in this Agreement are true and correct in all material respects as of the Closing Date.

**4.9 Good Standing Certificate.** CLU shall have received from PLTS a Good Standing Certificate from the California Secretary of State issued within thirty days of the Closing Date indicating that PLTS is in good standing in the State of California.

**4.10 Resolutions.** CLU shall have received from PLTS a certified copy of all resolutions of the PLTS board of directors and of PLTS's members duly approving the Merger and the execution and delivery of this Agreement and all other necessary or proper corporate action to enable PLTS to consummate the Merger and the transactions contemplated hereby.

**4.11 Additional Documents and Acts.** PLTS shall have delivered or caused to be delivered all other documents required to be delivered by PLTS pursuant to this Agreement and taken all such other acts reasonably requested by CLU to evidence compliance with the conditions set forth in this ARTICLE 4.

## ARTICLE 5

### CONDITIONS TO PLTS'S OBLIGATION TO EFFECT THE MERGER

The obligation of PLTS to effect the Merger shall be subject to the satisfaction or waiver of the following conditions prior to the Closing; *provided, however*, that PLTS may waive in writing any conditions other than the conditions set forth in Section 5.4, which may not be waived:

**5.1 Accuracy of Representations and Warranties.** The representations and warranties of CLU contained in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing, with the same effect as though made on and as of the Closing, except: (a) for such changes permitted or contemplated by the terms of this Agreement; and (b) insofar as any of such representations and warranties relate solely to a particular date or period, in which case they shall be true and correct in all material respects as of the date of this Agreement on the Closing with respect to such date and period.

**5.2 Notice to Attorney General.** PLTS and CLU shall have filed the AG Notice with the Attorney General of the State of California at least 20 days prior to the Closing.

**5.3 No Material Adverse Effect.** There shall not have occurred any change, event, or condition that, individually or in the aggregate with any other changes, events, or conditions, which results in, or would reasonably be expected to result in, a Material Adverse Effect with respect to the assets, properties, operations, reputation or goodwill of CLU.

**5.4 Governmental or Legal Action.** No action, suit or proceeding shall be pending or threatened by any Governmental Body and no Legal Requirement shall have been enacted, promulgated or issued or deemed applicable to the Merger that would: (a) prohibit CLU's

ownership or operation of PLTS's assets or (b) prevent or make illegal the consummation of the Merger or any of the related transactions contemplated by this Agreement.

**5.5 Performance of Covenants.** CLU shall have performed or complied with in all material respects all covenants and obligations required by this Agreement to be performed or complied with by such party at or prior to the Closing.

**5.6 Consents.** CLU shall have delivered to PLTS evidence, in form and substance reasonably satisfactory to PLTS, that all material Consents required to be obtained by CLU in connection with the Merger have been obtained.

**5.7 Grants and Endowments.** PLTS shall be satisfied, in the exercise of its reasonable judgment, that the grants and endowments and similar sources of funding of PLTS will not be materially adversely affected by the Merger.

**5.8 President's Certificate.** PLTS shall have received from CLU a certificate, dated as of the Closing Date, signed by the President of CLU in his capacity as such in which such person shall state, to the best of his knowledge after reasonable investigation, that the representations and warranties of CLU contained in this Agreement are true and correct in all material respects as of the Closing Date.

**5.9 Good Standing Certificate.** PLTS shall have received from CLU a Good Standing Certificate from the California Secretary of State issued within thirty days of the Closing Date indicating that CLU is in good standing in the State of California.

**5.10 Resolutions.** PLTS shall have received from CLU a certified copy of all resolutions of the CLU Board and of CLU's members/convocators duly approving the Merger and the execution and delivery of this Agreement and all other necessary or proper corporate action to enable CLU to consummate the Merger and the transactions contemplated hereby.

**5.11 Additional Documents and Acts.** CLU shall have delivered or caused to be delivered all other documents required to be delivered by CLU pursuant to this Agreement and taken all such other acts reasonably requested by PLTS to evidence compliance with the conditions set forth in this ARTICLE 5.

## ARTICLE 6

### TERMINATION

**6.1 Events of Termination.** This Agreement and the transactions contemplated by this Agreement may be terminated:

(a) at any time prior to the filing of the Officer's Certificates with the Secretary of State of the State of California by the mutual written consent of PLTS and CLU;

(b) at any time prior to the filing of the Officer's Certificates with the Secretary of State of the State of California by either PLTS or CLU (each a "*Terminating Party*"):

(i) if any representation or warranty of the other party (the "*Defaulting Party*") made herein is untrue in any material respect and such breach is not cured within 10 days, or if more time is required, within a reasonable time (if commenced and pursued diligently) of the Defaulting Party's receipt of a notice from the Terminating Party that such breach exists or has occurred;

(ii) if the Defaulting Party shall have defaulted in any material respect in the performance of any material covenant or obligation under this Agreement and such breach is not cured within 10 days, or if more time is required, within a reasonable time (if commenced and pursued diligently) of the Defaulting Party's receipt of a notice from the Terminating Party that such default exists or has occurred;

(iii) if any of the conditions to the Terminating Party's obligation to consummate the Merger as set forth in ARTICLE 4 or ARTICLE 5 cannot reasonably be satisfied on or before [\_\_\_\_\_], [2014]; or

(iv) if there shall be any law in effect that makes consummation of the Merger illegal, or any court of competent jurisdiction shall have issued a permanent injunction prohibiting the Merger, or consummation of the Merger shall impair in any material way the status of Surviving Corporation as a nonprofit public benefit corporation exempt from income tax under Section 501(c)(3) of the Code.

**6.2 Manner of Exercise.** In the event of a desired termination of this Agreement by PLTS or CLU pursuant to Section 6.1, written notice thereof shall forthwith be given to the other party and this Agreement shall terminate upon receipt of such notice and the Merger and related transactions contemplated hereby shall be abandoned without further action by PLTS or CLU.

**6.3 Effect of Termination.** In the event of the termination of this Agreement pursuant to Section 6.1, all obligations of the parties hereunder shall terminate, except for the respective obligations of the parties under Section 8.6 ("Expenses") and Section 8.13 ("Confidentiality"); *provided, however*, that no termination of this Agreement shall relieve a defaulting or breaching party from any liability to the other party for or in respect of any willful default or breach.

## ARTICLE 7

### NATURE AND SURVIVAL OF REPRESENTATIONS, WARRANTIES, COVENANTS AND OBLIGATIONS

**7.1 Nature of Representations, Warranties, Covenants and Obligations.** No party will be deemed to have made any representation, warranty or covenant except as expressly set forth in this Agreement. Without limiting the generality of the foregoing and except as set forth in this Agreement, no party will be liable or bound in any manner by any expressed or implied

representation, warranty, covenant or obligation that is made by any employee, agent or other Person representing or purporting to represent such party.

**7.2 Survival of Representations and Warranties.** The representations and warranties of PLTS and CLU in this Agreement shall terminate upon and not survive the Closing.

## ARTICLE 8

### MISCELLANEOUS

**8.1 Amendment.** This Agreement may be amended with the approval of the respective Board of Directors of PLTS and CLU Board at any time prior to the Closing Date.

**8.2 Waiver.**

(a) No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

**8.3 Entire Agreement; Counterparts.** This Agreement (including the Disclosure Schedules and Exhibits referred to in this Agreement, which are incorporated in and constitute a part of this Agreement) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**8.4 Applicable Law; Jurisdiction.** This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of California applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law. In any action among or between any of the parties arising out of or relating to this Agreement, each of the parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in the State of California.

**8.5 Attorneys' Fees.** In any action at law or suit in equity to enforce this Agreement or the rights of any of the parties hereunder, the prevailing party in such action or suit shall be entitled to receive a reasonable sum for its attorneys' fees and all other reasonable costs and expenses incurred in such action or suit.

**8.6 Payment of Expenses.** Whether or not the Merger is consummated, each party hereto shall pay its own expenses incident to preparing for, entering into and carrying out this Agreement and the transactions contemplated hereby.

**8.7 Assignability.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon, and shall be enforceable by and inure to the benefit of, the parties hereto and their respective successors and assigns.

**8.8 Notices.** All notices or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by facsimile) to the address or facsimile telephone number set forth beneath the name of such party below (or to such other address or facsimile telephone number as such party shall have specified in a written notice given to the other parties hereto):

**To CLU:**

California Lutheran University  
60 West Olsen Road  
Thousand Oaks, CA 91360-2787  
Attention: Chris Kimball, President  
Telephone: (805) 493-3100  
Facsimile: (805) 493-3867

With a copy to:

Natasha Baker  
Hirschfeld Kraemer LLP  
505 Montgomery Street, 13th Floor  
San Francisco, CA 94111  
Telephone: (415) 835-9000  
Facsimile: (415) 834-0443

**To PLTS:**

Pacific Lutheran Theological Seminary  
2770 Marin Avenue  
Berkeley, CA 94708  
Attention: Phyllis Anderson, President  
Telephone: (510) 559-2710  
Facsimile: (510) 524-2408

With a copy to:



Mark A. Bertelsen and Melissa V. Hollatz  
Wilson Sonsini Goodrich & Rosati, Professional Corporation  
650 Page Mill Road  
Palo Alto, CA 94304  
Telephone: (650) 493-9300  
Facsimile: (650) 493-6811

Any notice or other communications made hereunder shall be deemed to have been given (a) if delivered personally, by overnight courier service or by facsimile, on the date received, or (b) if by registered or certified mail, return receipt requested, three business days after mailing.

**8.9 Severability.** In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**8.10 Captions.** The article and section captions of this Agreement are for convenience only and do not constitute a part of this Agreement.

**8.11 Rights Cumulative.** All rights and remedies of each of the parties under this Agreement will be cumulative and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement or applicable law.

**8.12 Further Assurances.** PLTS and CLU will execute and deliver to the other, from time to time at or after the Closing, for no additional consideration and at no additional cost to the requesting party, such further assignments, certificates, instruments, records or other documents or assurances as may be reasonably necessary to give full effect to this Agreement and to allow each party fully to enjoy and exercise the rights accorded and acquired by it under this Agreement.

**8.13 Confidentiality.** Each of the parties agrees that it will not publish or disclose, or authorize (and shall use reasonable efforts not to permit) any of its officers, employees, directors, agents or representatives or any third party to publish or disclose any trade secrets or other confidential information or any data or business or financial books, records or other information of or pertaining to the other party, that have been furnished to any of its officers, employees, directors, agents, attorneys or accountants or to which any such person has had access during any investigation made in connection with this Agreement and that is not otherwise available to such party, except as required by law.

**8.14 No Third Party Beneficiary.** Nothing in this Agreement, express or implied, is intended to or shall confer on any Person, any right, benefit or remedy of any nature whatsoever by reason of this Agreement, except as otherwise specified in Section 3.7 hereof.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**PLTS:**

**PACIFIC LUTHERAN THEOLOGICAL SEMINARY**

By: \_\_\_\_\_  
Linda Baumhefner, Chair of the Board

By: \_\_\_\_\_  
Phyllis Anderson, President

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

**CLU:**

**CALIFORNIA LUTHERAN UNIVERSITY**

By: \_\_\_\_\_  
Rod Gilbert, Chair of the Board

By: \_\_\_\_\_  
Chris Kimball, President

By: \_\_\_\_\_  
GayLyn Talbot, Secretary

**[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]**

## EXHIBIT A

### DEFINITIONS

**“Affiliate”** means, with respect to any Person, (i) any Person that owns or controls more than 25% of the capital or voting rights of such Person, or (ii) any Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the first Person, including a Subsidiary of the first Person, a Person of which the first Person is a Subsidiary, or another Subsidiary of a Person of which the first Person is also a Subsidiary; provided that, with respect to a natural person, an Affiliate of such person shall include any spouse, grandparent, parent, sibling or descendant of such natural person and any trust or other entity formed for the benefit of any such natural person or for any spouse, grandparent, parent, sibling or descendant of such natural person.

**“Benefit Plan”** means any (i) “employee benefit plan” as defined in Section 3(3) of ERISA, (ii) any supplemental retirement, bonus, deferred compensation, severance, incentive plan, program or arrangement or other employee fringe benefit plan, program or arrangement, and (iii) any other plan, program, policy, arrangement or agreement that provides to an employee or a former employee any kind of employee benefit or fringe benefit or any compensation that would be paid in a future calendar year.

**“Contract”** means any written, oral or other agreement, contract, subcontract, lease, understanding, instrument, note, option, warranty, purchase order, license, sublicense, insurance policy, benefit plan or legally binding commitment or undertaking of any nature.

**“Disclosure Schedule”** means the schedule (dated as of the date of this Agreement) delivered by each party in connection with its respective representations and warranties as set forth in ARTICLE 2.

**“Encumbrance”** means any mortgage, lien, security interest, security agreement, conditional sale or other title retention agreement, limitation, pledge, option, charge, encumbrance, adverse interest, or any exception to or defect in title or other ownership interest.

**“Governmental Body”** means any of the following: (i) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign or other government; or (iii) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or Entity and any court or other tribunal.

**“Hazardous Materials”** means any hazardous or toxic substance, material or waste that is regulated by any Governmental Body where the substance, material or waste is located.

**“Legal Proceeding”** means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced,

brought, conducted or heard by or before, or otherwise involving, any Governmental Body or any arbitrator or arbitration panel.

**“Legal Requirement”** means any federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

**“Liabilities”** means any direct or indirect liability, indebtedness, obligation, expense, claim, loss. Damage, deficiency, guaranty or endorsement of any Person, absolute or contingent, known or unknown, accrued or unaccrued, due or to become due, liquidated or unliquidated.

**“Material Adverse Effect”**: An event, violation or other matter will be deemed to have a “Material Adverse Effect” on PLTS or CLU if such event, violation or other matter would have a material adverse effect on (i) such party’s business, condition, assets, liabilities or operations, or (ii) the ability of such party to consummate the Merger or any of the other transactions contemplated by this Agreement, excluding (1) effects resulting from (a) general economic conditions affecting the U.S. economy, (b) war, military actions, acts of terrorism, or civil unrest, (c) actions taken by such party at the specific request or with the agreement or consent of the other party, or (d) acts required, contemplated, or permitted under this Agreement, or (2) any effect which, if quantifiable, has a financial impact on such party of less than Fifteen Thousand Dollars (\$15,000).

**“Material Contract”** means any Contract of PLTS in effect on the date of this Agreement which meets one or more of the following criteria: (i) provides for future payments thereunder to or from PLTS of more than Five Thousand Dollars (\$5,000) per year and is not terminable without monetary or other obligation, penalty or premium upon notice of sixty (60) days or less; (ii) has a term in excess of one year and is not terminable without monetary or other obligation, penalty or premium upon notice of sixty (60) days or less; (iii) relates to borrowed money or debt of PLTS; (iv) provides any party the right to voting or management authority with respect to governance or operations of PLTS; (v) is with any Governmental Body; or (vi) permits any party to occupy (pursuant to a lease, license or otherwise) any portion of the PLTS Real Property.

**“Permitted Encumbrances”** means any liens for current taxes not yet due and payable, minor Encumbrances that have arisen in the ordinary course of business and that do not (in any individual case or in the aggregate) materially detract from the value of the assets subject thereto or materially impair the operations of the applicable person.

**“Person”** means any natural person, corporation, partnership, trust, unincorporated organization, association, limited liability company, Governmental Body or other entity.

**“Tax”** or **“Taxes”** shall mean any and all tax, charge, fee, lien, impost, duty or other assessment including, without limitation, income, withholding, excise, employment, property, sales, franchise, use and gross receipt taxes, imposed by the United States or any state, county, local or foreign government or any subdivision thereof. Such term shall also include any interest, penalties or additions attributable to such assessments.

“***Tax Return***” shall mean (i) returns, reports and information statements with respect to Taxes required to be filed with a taxing authority and any amendments to any of the foregoing, and (ii) any other form or document required to be filed with the Internal Revenue Service, the California Franchise Tax Board and the California Board of Equalization, including any applicable schedules and attachments.

**AMENDED AND RESTATED BYLAWS  
OF  
CALIFORNIA LUTHERAN UNIVERSITY,  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION**

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**AMENDED AND RESTATED BYLAWS  
OF  
CALIFORNIA LUTHERAN UNIVERSITY,**  
a California nonprofit public benefit corporation  
(as amended [\_\_\_\_], 2013)

ARTICLE I  
NAME

Section 1 The name of the Corporation is CALIFORNIA LUTHERAN UNIVERSITY, a California nonprofit public benefit corporation, hereinafter referred to as the “Corporation.” Any change to the name of the Corporation shall require the approval of the Board of Regents and the approval of the Convocation.

ARTICLE II  
DEFINITIONS

Section 1 “Advisory Board of PLTS” means the advisory board elected pursuant to Section 4 of Article VII of these Bylaws.

Section 2 “Board of Regents” means the governing body or Board of Directors of the Corporation. The Board of Regents is sometimes referred to herein as the “Board.”

Section 3 “Caucus” means the gathering of the Convocators from any Constituent Synod or the At-Large Convocators.

Section 4 “Church Council” means the Church Council of the Evangelical Lutheran Church in America, or its delegated representative.

Section 5 “Constituent Synods” means the synods comprising Region II of the Evangelical Lutheran Church in America, also known as the ELCA.

Section 6 “Convocation” means the members of the Corporation, Convocators, as a collective body, any meeting of the Convocators, or any action of the Convocators acting collectively.

Section 7 “Convocator” is an individual person appointed or elected for a term as a member of the Corporation.

Section 8 “PLTS” means Pacific Lutheran Theological Seminary.

Section 9 “Regent” is an individual serving a term on the Board of Regents.

Section 10 “University” shall mean the private educational institution,

including its administration, faculty and students and the operation of the institution for higher education.

ARTICLE III  
PRINCIPAL PLACE OF BUSINESS

Section 1 The principal office for the transaction of the activities and affairs of this Corporation is located at 60 West Olsen Road, Thousand Oaks, California, 91360, in Ventura County, California. The Board of Regents may change the location of the principal office. Any such change of location must be noted by the secretary on these bylaws opposite this section; alternatively this section may be amended to state the new location.

Section 2 The Board of Regents may at any time establish branch or subordinate offices at any place or places where this Corporation is qualified to conduct its activities.

ARTICLE IV  
BOARD OF REGENTS

Section 1 Number of Elected and Ex Officio Regents

The authorized number of Regents of the Corporation shall be thirty-five (35) until amended by the majority vote or written assent of the majority of the Convocation. Twenty-seven (27) Regents shall be elected, and eight (8) shall be voting ex officio Regents including the Chair of the Convocation, the President of the University, the Faculty Chair, the Chair of the Advisory Board of PLTS, the Alumni Board Representative, the Undergraduate Student Body President, the Graduate Representative and the Bishop assigned by the Bishops of Region II of the ELCA. In addition there may be non-voting honorary members of the Board of Regents.

Section 2 Power

Subject to the California Nonprofit Public Benefit Corporations Code, and the limitation of the Articles of Incorporation, Bylaws, and applicable laws of the State of California as to action to be authorized or approved by the Regents, all corporate powers shall be exercised by or under the authority of, and the affairs of this Corporation shall be controlled by the Board of Regents.

Section 3 Election and Tenure of Office

(a) Regents shall normally be elected for terms of three (3) years unless elected for a shorter term to fill a vacancy, and until a successor Regent has been designated and qualified by ratification vote of the majority of the Convocators, unless resigned or removed. Regents shall serve no more than three (3) consecutive terms. Notwithstanding the foregoing, upon petition from the President and the Trusteeship Committee of the Board of Regents demonstrating that an additional consecutive term would address a major need, or extraordinary circumstances, or would provide unique

leadership skills which are particularly necessary during the extended term, the Board of Regents may vote to permit a fourth consecutive term of a Regent subject to ratification by the Convocation. While election to additional terms of service on the Board is allowable, there shall be a minimum waiting period of one year before election to subsequent service. The terms of the members of the Board of Regents will be adjusted so that one-third (1/3) of the Board will be eligible for election annually.

(b) The Trusteeship Committee of the Board of Regents shall nominate persons to serve as Regents of the Corporation subject to the approval of the Board of Regents. The nominees for the Board of Regents shall be ratified by majority vote of the Convocation at the Annual Meeting of the Convocation.

#### Section 4 Selection of Regents

(a) Not more than forty-nine percent (49%) of the voting members of the Board of Regents shall be "interested persons" as defined in Section 5227 of the Corporations Code.

(b) A majority of the elected and ratified members of the Board of Regents shall be active members of the Evangelical Lutheran Church in America.

(c) Honorary and Emeritus non-voting Regents shall be individuals or representatives of organizations who have made significant contributions to the advancement of the University or performed meritorious service for it. They shall be elected by a majority vote of the Board of Regents.

#### Section 5 Vacancies

(a) A vacancy or vacancies on the Board of Regents shall occur in the event of (i) the death, removal or resignation of any Regent; (ii) the declaration by resolution of the Board a vacancy in the office of a Regent who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2 Article 3; (iii) the vote of the majority of the Convocators; (iv) the increase of the authorized number of Regents; or (v) the failure of the Convocators, at any meeting at which any Regent or Regents are to be elected, to ratify the election of the number of Regents required to be elected at such meeting.

(b) Vacancies occurring prior to any scheduled meeting of the Convocators may, but are not required to be, filled by the Board of Regents (subject to Section 4). Any such Regent appointed to fill a vacancy shall be non-voting until such time as he or she has been ratified by the Convocation, whether at the annual meeting of the Convocation or at a special meeting called for that purpose.

(c) Any reduction of the authorized number of Regents shall not result in any Regent being removed before his or her term of office expires.

Section 6 Removal and Resignation

(a) Any Regent may resign at any time giving written notice to the Board, to the President, or to the Secretary of the Corporation. Any such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein; unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. In addition, except on notice to the California Attorney General, no Regent may resign if the Corporation would be left without a duly elected Regent or Regents.

(b) Any Regent who does not attend three successive Board of Regents meetings may be removed from the Board in the Board's discretion. Factors weighing on such decision shall include: (i) the Regent requests a leave of absence for a limited period of time, and the leave is approved by the Regents at a regular or special meeting (if such leave is granted, the number of Regents will be reduced by one in determining whether a quorum is or is not present), (ii) the Regent suffers from an illness or disability that prevents him or her from attending meeting and the Board of Regents by resolution waives the removal procedure of this section.

Section 7 Organization Meeting: Election of Regents and Officers of the Board

(a) The organization meeting of the Board of Regents shall be held in the fall immediately following the annual meeting of the Convocation.

(b) Ratification of Regents as recommended by the Trusteeship Committee, and elected by the Board of Regents, shall take place at the beginning of the annual Convocation meeting.

(c) Election of officers for the Board of Regents as recommended by the Trusteeship Committee and approved by the Executive Committee shall take place at the end of the spring Board meeting. The officers shall be a Chair, Vice Chair, and Secretary. The Vice Chair in absence of the Chair shall preside at all meetings of the Board of Regents.

(d) The Board of Regents by majority vote shall select the officers of the Corporation.

(e) The Secretary of the Board of Regents shall serve as the Secretary of the Corporation.

Section 8 Other Regular Meetings

(a) In addition to the annual meeting, at least two (2) other regular meetings of the Board of Regents shall be held each year.

(b) Meetings of the Board shall be held at the campus of the University in the City of Thousand Oaks, or at such places as may be designated for that purpose by resolutions of the Board of Regents or written consent of all the Regents. Any meeting shall be valid, wherever held, if held by the written consent of all members of the Board of Regents, given either before or after the meeting and filed with the Secretary of the Corporation.

(c) Any Board meeting may be held by conference telephone, video screen communication, or other communications equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if both the following apply:

(i) Each Regent participating in the meeting can communicate concurrently with all other members.

(ii) Each member is provided the means of participating in all matters before the Board, including the capacity to propose or to interpose an objection to, a specific action to be taken by the Corporation.

#### Section 9 Special Meetings

(a) Special meetings of the Board may be called by the Chair of the Board, Vice Chair of the Board, Secretary or any five Regents.

(b) The Convocation may, by majority vote, request the Board of Regents to hold a special meeting and place before the Board for its action any matter the Convocation deems necessary.

(c) Notice of the time and place of special meetings shall be given to each Regent by (a) personal delivery of written notice; (b) first-class mail, postage prepaid; (c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, or by electronic transmission, either directly to the Regent or to a person at the Regent's office who would reasonably be expected to communicate that notice promptly to the Regent; (d) facsimile; (e) electronic mail; or (f) other electronic means. All such notices shall be given or sent to the Regent's address or telephone number as shown on the Corporation's records.

Notices sent by first-class mail shall be deposited in the United States mails at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic transmission shall be delivered, telephoned, or sent, respectively, at least forty-eight (48) hours before the time set for the meeting.

The notice shall state the time of the meeting and the place, if the place is other than the Corporation's principal office. The notice need not specify the purpose of the meeting.

Section 10 Notice

Written notice of all regular meetings which are not fixed by these Bylaws will be given not less than thirty (30) days before such meeting. Written notice will be given not less than seven (7) days before any special meeting.

Section 11 Waiver of Notice

When all of the Regents are present at any Regents meeting, however called or noticed, and sign a written consent thereto on the records of such, or if a majority of the Regents are present and if those not present sign in writing a waiver of notice of such meeting, whether prior to or after the holding of such meeting, which said waiver shall be filed with the Secretary of the Corporation, then the transactions thereof are as valid as if accomplished at a meeting regularly called and noticed.

Section 12 Regents Acting Without a Meeting by Unanimous Consent

Any action required or permitted to be taken by the Board of Regents may be taken without a meeting, and with the same force and effect as a unanimous vote of the Regents, if all members of the Board of Regents shall individually or collectively consent in writing to such action. Such consent shall be signed and filed with the regular minutes of the Board of Regents. Any certificate or document relating to an action so taken by written consent shall state thereon that it was taken by the unanimous written consent of the Board of Regents of the Corporation without a meeting thereof and that the Bylaws of the Corporation authorize the Regents to so act.

Section 13 Adjournment

A majority of the Regents present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 14 Notice of Adjournment

Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than twenty-four (24) hours. If the original meeting is adjourned for more than twenty-four (24) hours, notice of an adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Regents who were not present at the time of the adjournment.

Section 15 Quorum

One-half (1/2) of the authorized number of Regents shall constitute a quorum for the transaction of any business, except adjournment. Every action taken or decision made by a majority of the Regents present at a duly held meeting at which a quorum is present shall be an act of the Board of Regents, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporations Law, including without limitation, those provisions relating to (i) approval of contracts or transactions in which a Regent has a direct or indirect material financial interest, (ii) approval of certain transactions

between corporations having common Regents, (iii) creation of and appointments to committees of the Board having the authority of the Board, and (iv) indemnification of Regents. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some Regents from that meeting, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting, or a greater number required by the California Corporations Code, these Bylaws or the Articles of Incorporation.

## ARTICLE V CONVOCATION

### Section 1      Composition and Number of Convocators

(a)      The total number of Convocators shall not exceed eighty-five (85). In addition there may be non-voting honorary Convocators. The number of Convocators may be changed by an amendment hereto increasing or decreasing the membership as the number of Constituent Synods may vary and as the Convocation may determine, but at all times each Constituent Synod shall be represented in the composition of the Convocation.

(b)      The Convocators membership is as follows:

(1)      Sixty-five (65) members shall be composed of Convocators from the five Constituent Synods. Thirteen (13) members, including the Bishop of that Synod, shall represent each Constituent Synod.

(2)      Ten (10) members shall be selected At-Large for the purpose of representing other interest groups pertinent to the University.

(3)      Six (6) members shall be faculty of the University.

(4)      Three (3) members shall be students of the University.

(5)      One (1) member shall be the President of the University.

### Section 2      Selection of Convocators

(a)      The synod council of each Constituent Synod shall determine the selection process for Convocators to represent that Constituent Synod in accordance with guidelines provided by the University.

(b)      The At-Large Convocators shall be determined by the majority vote of all members of the Convocation at the annual meeting.

(c)      The faculty and student Convocators shall be selected by their respective governing bodies.



(d) Honorary non-voting Convocators will be other individuals or representatives of organizations who have significantly contributed to the advancement of the University or meritoriously performed service for it. They shall be elected by a vote of the Convocation at its annual meeting.

### Section 3 Term

Each Convocator, with the exception of student Convocators and those appointed by virtue of their office, shall serve for a period of three (3) years. Student Convocators may serve for a period of two (2) years. Convocators may serve successive terms. The terms of the membership of the Convocation will be adjusted so that approximately one-third (1/3) of each category of the total Convocation will be eligible for election or appointment annually.

### Section 4 Resignation, Suspension and Termination of Membership

(a) Any Convocator may resign at any time by giving written notice to the Chair of the Convocation or to the Secretary of the Corporation. Any such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein; unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(b) Membership shall terminate on expiration of the period of the Convocator's term, unless the membership is renewed on the renewal terms fixed by the Executive Committee of the Convocation.

(c) Termination of a Convocator may occur on the good faith determination by the Executive Committee of the Convocation that the member has failed in a material and serious degree to observe the rules of conduct of the Corporation, or has engaged in conduct materially and seriously prejudicial to the Corporation's purpose and interest.

(d) A Convocator may be suspended based on the good faith determination by the Executive Committee of the Convocation that the Convocator has failed in a material and serious degree to observe the Corporation's rules of conduct, or has engaged in conduct materially and seriously prejudicial to the Corporation's purposes and interests.

(e) A copy of the provisions for the grounds for termination or suspension of a Convocator shall be sent annually to the Convocation, and such provisions shall include the procedures for prior notice and opportunity to be heard, as required by Section 5341 of the Corporations Code.

### Section 5 Vacancies

Vacancies occurring for any reason prior to the expiration of a term will be filled by the following means, and Convocators so appointed shall serve until the expiration of the designated term:

- (a) If a Convocator allocated to a Constituent Synod, then by the Bishop thereof, who shall forward the name of the person selected by that Synod.
- (b) If a Convocator At-Large, by appointment by the Executive Committee of the Convocation upon nomination by the Nominating Committee of the Convocation.
- (c) If a student or faculty Convocator, then by appointment of the Executive Committee of the Convocation upon nomination of the student government or faculty.

#### Section 6 Rights of Convocator Membership

The Convocators shall have the following rights:

- (a) Each Convocator, except honorary Convocators, shall be entitled to one vote. Subject to the California Nonprofit Public Benefit Corporation Law, Convocators in good standing on the record date as determined by these Bylaws shall be entitled to vote at any meeting of the Convocators. Each Convocator entitled to vote may cast one vote on each matter submitted to a vote of the Convocators. Convocators may not cumulate votes for the ratification of the Board of Regents.
- (b) Only persons whose names are on the Convocation register of the Corporation on the day of any meeting shall be entitled to vote at such meeting.
- (c) Following all required Board approval for such actions, the vote or written assent of two-thirds (2/3) or more of all the Convocators of this Corporation is required in the event of a sale of all or substantially all of the assets of the Corporation or upon a merger or consolidation of the Corporation. For dissolution, following all required Board approval, the vote or written assent of two-thirds (2/3) or more of all of the Convocators shall be required, in accordance with the provisions of Sections 6610, 6611 and 5033 of the Corporations Code.
- (d) The Convocators shall have the right to ratify the nominees for the Board of Regents in accordance with the provisions of Section 3(b) of Article IV of these Bylaws.

#### Section 7 Officers and Committees

- (a) Officers: Members of the Convocation shall elect as their officers: a Chair, a Vice Chair and a Secretary. The Vice Chair in the absence of the Chair shall preside over all meetings of the Convocation through the succeeding annual meeting of the Convocation. The Secretary of the Convocation shall not serve as Secretary of the Corporation. As provided in Article VI, Section 8, the Secretary of the Board of Regents shall serve as the Secretary of the Corporation.
- (b) Secretary: The Secretary of the Convocation or designee shall:

(1) Keep, or cause to be kept, at the principal office of the Corporation or such other place as the Board of Regents may order, a book of all meetings. These minutes shall include the time and place of the meeting, whether a regular or special meeting; if a special meeting, how authorized and the notice given; the numbers of Convocators present at the meeting and the proceedings of the meetings.

(2) Keep, or cause to be kept, at the principal office of the Corporation, a Convocation register and shall provide a duplicate copy of the Convocation register to the Corporation's Secretary showing the names of the Convocators, their addresses, the term of office for each Convocator, and which groups they represent.

(3) Whenever a vacancy occurs within the membership of the Convocation, the Secretary shall notify, or cause to be notified, that person or entity charged in these Bylaws with the responsibility for nominating or filling the vacancy.

(c) Caucus Chairs: Each constituent Caucus shall elect its own chairperson.

(d) Convocator's Executive Committee: The Chair, Vice Chair, immediate past Chair, Secretary and the Chair of the Caucuses shall comprise the Executive Committee of the Convocation.

(e) Nominating Committee: The Convocation nominating committee shall be comprised of the Chair of the Caucuses and be chaired by the outgoing Chair of the Convocation. It shall provide nominees for the officers of the Convocation and the At-Large Convocators.

(f) Committees: The Convocators shall elect or the Chair may appoint such other committees, as they deem necessary or convenient.

## Section 8 Meetings

(a) Place: All meetings of the Convocation shall be held at the principal office of the Corporation, or at such places as may be designated for that purpose by the officers of the Convocation, within the State of California.

(b) Electronic Meetings: If authorized by the Executive Committee of the Convocation in its sole discretion, and subject to the requirements of consent in Corporations Code section 20, clause (b) guidelines and procedures that the Executive Committee of the Convocation may adopt, Convocators not physically present in person at a meeting of Convocators may, by electronic transmission by and to the Corporation or by electronic video screen communication participate in a meeting of Convocators, be deemed present in person and vote at a meeting of Convocators whether that meeting is to be held at a designated place or in whole or in part by means of electronic transmission by and to the Corporation or by electronic video screen communication, subject to the requirements of the Bylaws.

(c) Requirements for Electronic Meetings: a meeting of the Convocators may be conducted in whole or in part, by electronic transmission by and to the Corporation or by electronic video screen communication (i) if the Corporation implements reasonable measures to provide Convocators in person a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Convocators, including the opportunity to read or hear the proceedings of the meeting substantially concurrently with those proceedings, and (ii) if any Convocator votes or takes other action at the meeting by means of electronic transmission to the Corporation or electronic video screen communication, a record of that vote or action is maintained by the Corporation. Any request by the Corporation to a Convocator pursuant to Corporations Code section 20, clause (b) or consent to conduct a meeting of Convocators by electronic transmission by and to the Corporation shall include a notice that absent consent of the Convocators pursuant to Corporations Code section 20, clause (b), the meeting shall be held at a physical location in accordance with Article V Section 8(a) of these Bylaws.

(d) Annual Meeting: The annual meeting of the Convocation of the Corporation shall be held in conjunction with Founders Day, the date for which is designated by the administration of the University, annually.

(1) The Convocation shall receive reports from the Corporation, as deemed necessary by the Executive Committee of the Convocation in consultation with the President of the University or a staff member designated by the President.

(2) The Convocation shall ratify by majority vote the individual nominees for the Board of Regents, as presented to them by the Board of Regents Committee on Trusteeship. The Chair of the Convocation shall oversee the ratification of the Regents at the annual meeting of the Convocation.

(3) The Chair and other Executive Committee members shall develop the agenda for the annual meeting of the Convocation in consultation with the Chair of the Board of Regents and the President of the University.

(e) Special Meetings: Special meetings of the Convocation, for any purpose or purposes whatsoever, may be called at any time by the Chair of the Board of Regents, Chair of the Convocators, the President of the University, or by the Executive Committee of the Convocation, or by Convocators holding not less than five (5%) of the voting power of the Corporation. When a special meeting is requested in writing and notice given, the meeting date shall be at least 35 but no more than 90 days after receipt of the request. If requested notice is not given within 20 days after the request for the special meeting is received, the persons or person requesting the meeting may give the notice. Nothing in this Section shall be construed as limiting, fixing, or affecting the time at which a meeting of the Convocators may be held when the meeting is called by the Executive Committee of the Convocation.

No business, other than the business that was set forth in the notice of the meeting, may be transacted at a special meeting.

(f) Notice of Meetings: Notice of annual or special meetings of the Convocation shall be given in writing to Convocators entitled to vote by the Secretary of the Convocation, or designee.

Such notices shall be sent to the Convocator's address appearing on the Convocation Register of the Corporation, or supplied by Convocator to the Corporation for the purpose of notice, not less than thirty (30) days or more than ninety (90) days before any annual meeting and not less than ten (10) days before any special meeting. A Convocator may in writing supply an email address and may request notice be provided by email.

Notice of any Convocation meeting shall specify the place and time of day of the meeting and the means of electronic transmission by and to the Corporation or electronic video screen communication, if any. If members of the Board of Regents are to be ratified, the names of the nominees shall be included. In the case of special meetings, as provided by the California Corporations Code, the nature of the business to be transacted shall be included.

When a meeting is adjourned for sixty (60) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as aforesaid, it shall not be necessary to give any notice of the adjournment or of the business to be transacted at an adjourned meeting other than by announcement at the meeting at which such adjournment is taken.

Notice given by electronic transmission by the Corporation shall be valid only if:

(i) Delivered by (A) facsimile telecommunication or electronic mail when directed to the facsimile number or electronic mail address, respectively, for that recipient on record with the Corporation, (B) posting on an electronic message board or network that the Corporation has designated for those communications, together with a separate notice to the recipient of the posting, which transmission shall be validly delivered on the later of the posting or delivery of the separate notice of it; or (C) other means of electronic communication;

(ii) To a recipient who has provided an unrevoked consent to the use of those means of transmission for communication and

(iii) That creates a record that is capable of retention, retrieval, and review, and that may thereafter be rendered into clearly legible tangible form.

(iv) Notwithstanding the foregoing, (a) an electronic transmission by this Corporation to a Convocator is not authorized unless, in addition to satisfying the requirements of this section, the transmission satisfies the requirements applicable to consumer consent to electronic record as set forth in the Electronic Signatures in Global and National Commerce Act (15 United States Code Section 7001(c) (1). (b) Notice shall not be given by electronic transmission by the Corporation after either the following: (1) the Corporation is unable to deliver two consecutive notices

to the Convocator by that means or (2) the inability so to deliver the notices to the Convocator becomes known to the secretary, any assistant secretary or any other person responsible for the giving of notice.

(g) Notice of Certain Agenda Items: Approval by Convocators of any of the following proposals other than by unanimous approval by those entitled to vote, is valid only if the notice or written waiver of notice states the general nature of the proposal or proposals:

(i) Removing a member of the Board of Regents without cause under Section 5222 of the Corporations Code, as applicable;

(ii) Amending the Article of Incorporation; or

(iii) Electing to wind up and dissolve the Corporation.

(h) An affidavit of the mailing of any notice of any Convocator's meeting, or the giving of such notice by other means, may be executed by the secretary, assistant secretary or any transfer agent of the Corporation, and if so executed, shall be filed and maintained in the Corporation's minute book.

#### Section 9 Consent to Members' Meetings

(a) The transactions of any Convocation meeting however called and noticed, shall be valid as though accomplished at a meeting duly held after regular call and notice if a quorum be present, and if either before or after the meeting each of the Convocators present in person entitled to vote executes a written waiver of notice or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

(b) A Convocator's attendance at a meeting shall also constitute a waiver of notice of and presence at that meeting unless the Convocator objects at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened. Also, attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice of the meeting but not so included, if that objection is expressly made at the meeting.

#### Section 10 Acting Without a Meeting

Any action that may be taken at a meeting of the Convocation may be taken without a meeting if authorized by a writing signed by all of the Convocators who would be entitled to vote at a meeting for such purpose and such writing is filed with the Secretary of the Convocation. The action by written consent shall have the same force and effect as a unanimous vote of the Convocators.

Section 11 Quorum

The majority of the Convocators, present in person, shall be requisite and shall constitute a quorum at all meetings for the transaction of business except as otherwise provided by California law, by the Articles of Incorporation, or by these Bylaws for certain specific actions. If, however, such a majority shall not be present at any meeting, the Convocators entitled to vote thereat, present in person, shall have power to adjourn the meeting from time to time, until the requisite number of voting Convocators shall be present. At such adjourned meeting at which the requisite number of voting Convocators shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 12 Voting

(a) Voting may be by voice or by ballot, except that any ratification of the Board of Regents must be by ballot, if demanded before the voting begins by a Convocator at the meeting.

(b) Each Convocator entitled to vote may cast one vote on each matter submitted to vote of the Convocators.

(c) If a quorum is present, the affirmative vote of a majority of the voting power represented at the meeting, entitled to vote and voting on any matter shall be deemed the act of the Convocators unless the vote of a greater number is required by the California Nonprofit Public Benefit Corporation Law or by the Articles of Incorporation.

(d) Action by Written Ballot: Any action except the ratification of the Board of Regents that Convocators may take at any meeting of the Convocators may also be taken without a meeting by complying with the following:

(i) This Corporation shall distribute one written ballot to each Convocator entitled to vote on the matter. The ballot and any related material may be sent by electronic transmission by the Corporation and responses may be returned to the Corporation by electronic transmission that meets the requirements of Article V Section 8 of these Bylaws. All solicitation of votes by written ballot shall (A) state the number of responses needed to meet the quorum requirement; (B) state, with respect to ballots other than the election of directors, the percentage of approvals necessary to pass the measure or measures; (C) specify the time by which the ballot must be received in order to be counted. Each ballot so distributed shall (A) set forth the proposed actions; (B) give the members an opportunity to specify approval or disapproval of each proposal; (C) provide a reasonable time in which to return the ballot to the Corporation.

(ii) In any ratification of the Board of Regents, a written ballot that a Convocator marks "withhold" or otherwise marks in a manner indicating that the authority to vote is withheld, shall not be voted whether for or against the ratification of the Board of Regents.

(iii) All solicitations of written ballots shall indicate the time which the ballot must be returned in order to be counted.

(iv) Approval by written ballot shall be valid only when (A) the number of votes cast by ballot (including ballots that are marked “withhold” or otherwise indicate that authority to vote is withheld) within the time specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and (B) the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot without a meeting.

(e) A written ballot may not be revoked.

(f) All written ballots shall be filed with the secretary of the Corporation and maintained in the corporate records for at least 5 years.

### Section 13 Adjournment and Notice of Adjourned Meetings

Any Convocator’s meeting, whether or not a quorum is present may be adjourned from time to time by the vote of the majority of the Convocators represented at the meeting but no other business may be transacted.

## ARTICLE VI OFFICERS OF THE CORPORATION

### Section 1 Officers

(a) The officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The Corporation may also have, at the discretion of the Board of Regents, one or more additional vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. One person may hold two or more offices, except that neither the secretary nor the Treasurer may serve concurrently as either the president or Chair of the Board of Regents.

### Section 2 Election

(a) The President of the University shall be a person with demonstrated experience in higher education and the work of the church and shall usually be a member of the Lutheran Church.

(b) The President of the University shall be elected by the Board of Regents with the consent of the Presiding Bishop of the Evangelical Lutheran Church in America. A two-thirds (2/3) majority of those entitled to vote shall be required for the election of the President of the University, and the President shall serve at the pleasure of the Board of Regents.



(c) The officers of the Corporation, except the President and Treasurer and such officers as may be appointed in accordance with the provisions of Section 3 of this Article, shall be elected annually by the Board of Regents, and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract. Each shall hold office until he/she shall resign or shall be removed or otherwise disqualified to serve, or his or her successor shall be elected and qualified.

(d) The Treasurer shall be appointed by the Board and shall serve at the pleasure of the Board subject to the rights of the Treasurer under any employment contract, if any exists.

### Section 3 Subordinate Officers

The Board of Regents may appoint such other officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the Bylaws or as the Board of Regents may determine.

### Section 4 Removal and Resignation

(a) Any officer, except the President, may be removed either with or without cause by a majority of the Regents entitled to vote at any regular or special meeting of the Board of Regents. Removal of the President requires three-fourths (3/4) vote of the Board of Regents. The Board may confer upon any officer of the Corporation the power to remove those officers not elected by the Board.

(b) Any officer may resign at any time by giving written notice to the Board of Regents, the President, or to the Secretary of the Corporation. Any such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein; unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### Section 5 Vacancies

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in the Bylaws for regular appointments to such office. Vacancies need not be filled on an annual basis.

### Section 6 President

(a) The President shall be the chief executive officer of the Corporation and shall, subject to the control of the Board of Regents, or its designee, be the general manager, supervise, direct, and control all business and activities, affairs and officers of the Corporation.

(b) The President shall be an ex officio member of all committees, and shall have the general power and duties of management usually vested in the office of the

president of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Regents or the Bylaws.

(c) The President shall be the official channel of communication between the administration and the Board of Regents, the faculty and the Board of Regents, and the students and the Board of Regents. The President shall be responsible for, but not by way of limitation:

(1) Appointment of members of the faculty and staff and subordinate officers subject to the approval of the Board of Regents.

(2) The official reports showing the condition, program, and achievements of the University.

(3) The University seal, mace, and other symbols of the University.

(4) Affixing his or her signature to diplomas, certificates, honors, and distinctions of the University.

(5) The governance of the faculty, staff, and students.

(6) Consulting with the Chairperson of the Convocation to assist in the development of the agenda for the annual meeting of the Convocation.

#### Section 7 Vice President

In the absence or disability of the President, the Vice President designated by the Board of Regents shall perform all the duties of, and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as may be prescribed for him or her respectively by the Board of Regents or the Bylaws.

#### Section 8 Secretary

(a) The Secretary shall keep, or cause to be kept, at the principal office of the Corporation or such other place as the Board of Regents may order, a book of minutes of all meetings of the Board of Regents, its Executive Committee, and its Committee on Trusteeship. These minutes shall include the time and place of the meeting, whether a regular or special meeting; if a special meeting, how authorized and the notice given; the numbers and names of members present at the meetings; and the proceedings of the meetings.

(b) The Secretary shall keep, or cause to be kept, at the principal office of the Corporation, both a Convocation register to be provided by the Secretary of the Convocation showing the names of the Convocators, their addresses, the term of office for each member, and which group they represent; and a list of the names of the

Regents, their addresses, the term of office of each Regent, and which group each may represent.

(c) The Secretary shall send, or cause to be sent, to the Convocation and the Board of Regents an annual report prepared by the Treasurer within one hundred twenty (120) days of the close of the Corporation's fiscal year.

(d) The Secretary shall keep or cause to be kept, at the principal office a copy of the Articles of Incorporation and Bylaws, as amended.

(e) The secretary shall give, or cause to be given, notice of all meetings of Convocators, the Board and of committees of the Board that the Bylaws require to be given. The secretary shall keep the corporate seal, in safe custody and shall have such other powers and duties as may be prescribed by the Board of Regents or the Bylaws.

#### Section 9      Treasurer

(a) The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation including accounts of its assets, liabilities, receipts, disbursements, gains, and losses.

(b) The Treasurer shall deposit all monies and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Regents. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Regents, shall render to the President and Regents, whenever they request it, account of all the transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Regents or the Bylaws.

(c) The Treasurer shall be the Business Manager of the Corporation.

(d) The Treasurer shall prepare, or cause to be prepared, and certify an annual report within one hundred twenty (120) days of the close of the Corporation's fiscal year. This report shall include those items set forth in Corporation Code Section 6321 (a) and 6322.

(e) The Treasurer shall be prepared to report on the financial condition of the Corporation at any time.

(f) The Treasurer shall not permit any member of the Board, faculty, or staff, any employee, or any other person to receive or disburse the funds of the Corporation except under Treasurer's supervision and responsibility subject to the Board of Regents authorizing such persons to so act.

Section 10 Contracts with Regents – Conflict of Interest

No Regent of this Corporation nor any other corporation, firm association or other entity in which one or more of this Corporation's Regents are directors or have a material financial interest, shall be interested, directly, or indirectly, in any contract or transaction with this Corporation, unless (i) material facts regarding that Regent's or director's financial interest in such contract or transaction or regarding such common interest, directorship, officership, or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all members of the Board of Regents prior to the Board's consideration of such contract or transaction; (ii) such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose without counting the votes of other interested Regents; (iii) before authorizing or approving the transaction, the Board considers and in good faith decides after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; (iv) the Corporation for its own benefits enters into the transaction, which is fair and reasonable to the Corporation at the time the transaction is entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this Corporation if it (i) is approved or authorized by the Corporation in good faith and without unjustified favoritism and (ii) results in a benefit to one or more Regents or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this Corporation.

Section 11 Loans to Regents and Officers

This Corporation shall not lend any money or property to or guarantee the obligation of any Regent or officer without the approval of the California Attorney General, provided however, that the Corporation may advance money to a Regent or officers of the Corporation for expenses reasonably anticipated to be incurred in the performance of his/her duties, if that Regent or officer would be entitled to reimbursement for such expenses by the Corporation or payment of premiums in whole or in part by Corporation on life insurance policy on the life of a Regent or officers as long as repayment to the Corporation of the amount paid by it is secured by the proceeds of the policy or its cash surrender value or where a loan is necessary, in the judgment of the Board, to provide financing for the purchase of the principal residence of the officer in order to secure the services or continued services of the officer and the loan is secured by real property located in the State of California.

Section 12 Indemnification

To the fullest extent permitted by law, this Corporation shall indemnify its Regents, officers, employees and other person described in Corporations Code Section 5238(a), including persons formerly occupying any such position, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section and including an action by or in the right of the Corporation, by reason of the fact that the

person is or was person described in that section. "Expenses," as used in this Bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request by the Board of any person seeking indemnification under Corporations Code Section 5238(b), the Board shall promptly decide under Corporations Code Section 5238(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification, because the number of Regents who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Regents, who are not parties to that proceeding, the Board shall promptly call a meeting of the Convocators. At that meeting the Convocators shall determine under Corporations Code Section 5238(e) whether the applicable standard of conduct has been met and, if so, the Convocators present at the meeting shall authorize indemnification.

To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under these Bylaws in defending any proceeding covered by the Bylaws shall be advanced by the Corporation before final disposition of the proceeding, on receipt by the Corporation of an undertaking by or on behalf of the person that the advance will be repaid unless it is ultimately found that the person is entitled to be indemnified by the Corporation for those expenses.

### Section 13 Insurance

This Corporation shall have the right, and shall use its best efforts, to purchase and maintain insurance to the full extent permitted by law on behalf of the officers, Regents, employees, and other agents to cover any liability asserted against or incurred by any officer, Regent, employee, or agent in such capacity or arising from the officer's, Regent's, employee's or agent's status as such.

## ARTICLE VII COMMITTEES OF THE BOARD

Section 1 Board Committees. The Board may establish, by duly adopted resolution, such committees, to serve such function and to have such duration, as the Board determines. Each such committee shall be chaired by a regular member of the Board, and shall consist of at least two Board members. Non-board members may serve on all committees of the Board except the Executive Committee, with review and approval of the Trusteeship Committee, Executive Committee and the chair of the committee. It may act with such authority as the Board shall delegate to it, except with respect to (i) approval of any action for which the California Nonprofit Public Benefit Corporation Law also requires approval of the members the Board, (ii) filling vacancies on the Board or any committee, (iii) amendment or repeal of these Bylaws or the adoption of new Bylaws, (iv) amendment or repeal of any resolution of the Board which by its express terms is not subject to amendment or repeal, or (v) appointment of any committees of the Board or the members thereof.

The Chair of the Board and the President of the Corporation shall be ex-officio members of all Board committees, in addition to any other ex-officio that may be designated in these Bylaws or by the Board.

The Chair of the Board of Regents together with the Trusteeship Committee shall nominate all committee chairs, after consultation with the President, which nomination shall be subject to approval by the Board of Regents. Prior to action by the Board, the nominee may be designated Acting Committee Chair, and may function as the Chair of the committee until elected or removed by the Board.

## Section 2 Executive Committee

(a) The Board of Regents shall appoint an Executive Committee which shall exercise such additional powers as may be delegated to it by the Board of Regents.

(b) The purpose of the Executive Committee is to strengthen the Board's performance by helping it function efficiently and effectively. Its broad powers shall be used as necessary and appropriately on routine housekeeping business or on emergency matters that cannot or should not be delayed until the Board's next regular scheduled meeting or until a special meeting of the Board should be called, as specified in the Bylaws. The Executive Committee shall be responsible for the following:

- (i) Ensuring that the Board fulfills its responsibilities;
- (ii) Serve as a sounding board for the President and Administration of the University;
- (iii) Serve as the Board's mechanism for overseeing the institutional planning process and progress toward goals and objectives;
- (iv) Monitor the President's performance, morale, health and compensation;
- (v) Act on behalf of the full Board in emergencies.

(c) The Executive Committee has authority to act on behalf of the Board of Regents on all matters, except for the following which shall be reserved for the Board, as specified elsewhere in the Bylaws: (i) presidential selection and termination; (ii) officer selection and termination; (iii) charter and Bylaw amendment; (iv) change in Corporation's mission; (v) incurring corporate indebtedness; (vi) approval of the annual budget; and (vii) conferral of degrees.

(d) The Executive Committee shall oversee the work of standing committees, the institution's planning process, the Board's support of the President and compensation for the President. Committee minutes shall be provided to all Regents and shall require formal acceptance by the Board at its next meeting.

(e) At all times, the Committee shall be composed of no fewer than eight (8) members of the full Board and shall include the Chair of the Board, who will preside, the Vice Chair of the Board, the Secretary and the Chair of the Trusteeship Committee. The remaining three (or more) positions will be recommended by the Trusteeship Committee to be elected by the Board of Regents at the spring meeting. The President of the University is an ex-officio member, who may be excused from a meeting and notice of a meeting upon a majority vote of the Executive Committee.

(f) A majority of the members of the Committee shall be necessary to constitute a quorum for the transaction of business.

(g) The Secretary of the Board of Regents shall act as secretary of the Committee and record all business transacted at the meeting. The Board Chair shall serve as Chair of the Executive Committee.

(h) Notice of regular committee meetings need not be given. Four (4) days prior written or forty-eight (48) hour prior telephone notice shall be given by the Chair, Secretary or any two of its members of all special meetings, including a general statement as to the purpose of the meeting.

(i) Such committee shall hold office at the pleasure of the Board.

### Section 3 Committee on Trusteeship

(a) The Board of Regents shall appoint a Committee on Trusteeship, which shall be empowered to exercise such powers as may be delegated to it by the Board of Regents.

(b) The Committee will be composed of, but not limited to, a Chairperson as designated by the Board of Regents, the Chair of the Board of Regents, the Chair of the Convocation, the Secretary of the Board of Regents, any Regent who has formerly served as Chair of the Board of Regents, the President of the University.

(c) A majority of the members of the Committee shall be necessary to constitute a quorum for the transaction of business.

(d) Notice of regular committee meetings need not be given. Four (4) days prior written or forty-eight (48) hour prior telephone notice will be given by the Chairperson, President, Secretary or any two of its members of all special meetings, including a general statement as to the purpose of the meeting.

(e) Such committee shall hold office at the pleasure of the Board.

### Section 4 Advisory Board of Pacific Lutheran Theological Seminary

(a) The Advisory Board of PLTS shall be an advisory committee to the Board of Regents with guidelines and operating procedures approved by the Board of Regents.

(b) The function of the Advisory Board of PLTS will be to provide advice and guidance to the Board regarding the operations, policies and strategic direction of the seminary, as well as to serve as a liaison between the University and the Evangelical Lutheran Church in America regarding the seminary.

(c) The members of the Advisory Board of PLTS will be elected by the Board of Regents. The Chair of the Board shall present to the Board of Regents for the purpose of election the names of individuals proposed to be members of the Advisory Board of PLTS.

(d) The Advisory Board of PLTS shall consist of 12 to 30 Members as determined from time to time by the Corporation's Board in consultation with the Advisory Board; the membership of the Advisory Board of PLTS shall meet the following requirements:

(i) At least one-fifth will be nominated by the Church Council on the recommendation of the appropriate unit of the ELCA after consultation with the Advisory Board of PLTS;

(ii) Two members will be nominated by the Bishops of Regions I and II of the ELCA from among their number;

(iii) One member, who will serve as Chair of the Advisory Board of PLTS and as a voting member of the Board of Regents, will be nominated by the Church Council of the ELCA upon consultation with the Advisory Board of PLTS; and

(iv) Additional members will be nominated by the Advisory Board of PLTS in coordination with the Board of Regents and in consultation with the supporting synods in Regions I and II to represent the supporting synods in Regions I and II.

(v) Vacancies may, but are not required to be, filled by the Board, subject to replacement by a nominee pursuant to clause (i)-(iv), as applicable, if the vacancy is for a position filled pursuant to such clause or clauses.

#### Section 5 Other Committees

The Board of Regents may appoint such other committees as may be necessary or convenient consisting of such number of persons and with such powers as it may designate, consistent with the Articles of Incorporation and Bylaws and the general corporation laws of the State of California. The Trusteeship Committee will recommend a committee chairperson to be elected by the Board of Regents for each committee, and such chairperson will report to the Board of Regents or its Executive Committee as directed. Such committees shall hold office at the pleasure of the Board of Regents.



ARTICLE VIII  
COMMITTEE MEETING

Section 1

Meetings and actions of committees of the Board shall be governed by, held, and taken under the provisions of these Bylaws concerning meetings and other Board actions, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board Resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee as long as the rules are consistent with these Bylaws. If the Board has not adopted rules the committee may do so.

Any committee of the Board of Regents may act without the necessity of a meeting if all members, separately or collectively, consent thereto in writing. Such consent shall be filed with the regular minutes of the committee. Any certificate, or document, relating to the action taken by the committee under the above procedure shall state such action was taken without a meeting but with the written consent of all members and under the authorization of this Section of the Bylaws.

ARTICLE IX  
CORPORATION RECORDS AND REPORTS – INSPECTION

Section 1      Records

The Corporation shall maintain the following (i) adequate and correct accounts, books, and records of its business and properties; (ii) Minutes of the proceedings of its Convocators, Board and committees of the Board; and (iii) a record of each Convocators name, and address. All such accounts, books, and, records shall be kept at its principal place of business.

Section 2      Certification and Inspection of Records

(a)      The original or a copy of these Bylaws, as amended or otherwise amended to date, certified by the Secretary, shall be open to inspection by the Regents or members.

(b)      Any Convocator or Regent may inspect and copy the record containing the Convocator's names, addresses, and voting rights during usual business hours on five days prior written notice, which must state the purpose for which the inspection rights are requested; or obtain from the secretary of the Corporation, on written demand and tender of a reasonable charge, a list of names, addresses, and voting right of the Convocators who are entitled to ratify the election of Regents as of the most recent record date for which that list has been compiled, or as of the date, after the date of demand, specified by the member. The demand shall state the purpose for which the list is requested. The secretary shall make this list available to the member on or before the later of ten days after the demand is received or the date specified in the demand as the date of which the list is to be compiled. The Corporation may, within ten business days

after receiving a demand under this Section, make a written offer of an alternative method of reasonable and timely achievement of the proper purpose specified in the demand without providing access to or a copy of the membership list. Any rejection of this offer must be in writing and must state the reason the proposed alternative does not meet the proper purpose of the demand.

(c) If the Corporation reasonably believes that the information will be used for a purpose other than one reasonably related to a person's interest as a Convocator, or if it provides a reasonable alternative under this Section, it may deny the Convocator's access to the Convocator's list.

(d) Any inspection and copying under this Section may be made in person or by the Convocator's agent or attorney. This right of inspection includes the right to copy and make extracts. This right of inspection extends to the record of any subsidiary of the Corporation.

### Section 3 Checks, Drafts, etc.

All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board of Regents.

### Section 4 Contracts, etc. - How Executed

The Board of Regents, except as in the Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances. Such authority shall be reflected in a Board Resolution. Unless so authorized by the Board of Regents, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or to any amount.

## ARTICLE X CORPORATE SEAL

Section 1 The corporate seal shall be in the form approved by the Board of Regents and shall have inscribed thereon the name of the Corporation, "California Lutheran University," the date of its incorporation, and the words "FOR LOVE OF CHRIST, TRUTH AND FREEDOM," which is the motto of this Corporation.

ARTICLE XI  
FACULTY

Section 1 The instructional staff of the University shall be organized as the Faculty.

(a) The Faculty shall adopt a constitution which will thereafter govern its organization, policies, privileges, and functions. Such constitution or Faculty Handbook and all amendments thereto shall be approved by the Board of Regents.

(b) The Chairperson of the Faculty shall be elected by the Faculty.

(c) The Faculty members shall be ranked as professors, associate professors, assistant professors, instructors, lecturers, or by other titles as approved by the Board of Regents

ARTICLE XII  
PARLIAMENTARY PROCEDURE

Section 1 All meetings of the Convocation of the University, the Board of Regents, and all committees named or authorized in these Bylaws shall be governed by the rules and regulations set forth in Robert's Rules of Order Revised, 10<sup>th</sup> Edition or such subsequent published edition.

ARTICLE XIII  
CONFLICT OF INTEREST POLICY

Section 1 Each Regent, principal officer, and member of a committee with Board-delegated powers shall annually sign a statement which affirms that such person:

(a) has received a copy of the conflict of interest policy;

(b) has read and understands the policy and Article VI Section 10 herein;

(c) has agreed to comply with the policy; and

(d) understands that the Corporation is California nonprofit public benefit corporation and that to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE XIV  
AMENDMENT OF BYLAWS

Section 1      By the Board of Regents

Subject to the Convocator's rights in Section 2 below the Board of Regents may adopt, amend, or repeal Bylaws unless doing so would materially and adversely affect the Convocators' rights as to voting or transfer. Notwithstanding anything to the contrary contained herein, any Bylaw amendment which materially and adversely affects the provisions of these Bylaws that give voting rights or substantive or procedural protections for the benefit of PLTS or the Advisory Board of PLTS shall not become effective until the amendment has been approved by the Church Council.

Section 2      By the Convocation

(a)      New Bylaws or amendments may be adopted or these Bylaws may be repealed or amended at an annual Convocation meeting, or at any other meeting of the Convocation called for that purpose, by a majority vote of Convocators entitled to exercise the voting power of the Corporation, or by written assent of such Convocators. Notwithstanding anything to the contrary contained herein, any Bylaw amendment which materially and adversely affects the provisions of these Bylaws that give voting rights or substantive or procedural protections for the benefit of PLTS or the Advisory Board of PLTS shall not become effective until the amendment has been approved by the Church Council.

(b)      All proposed amendments to the Bylaws shall be submitted to the Chairperson of the Convocation, the President of the University, and the Chairperson of the Board of Regents, in written form, ninety (90) days prior to the meeting of the Convocation at which they will be considered for approval. The President of the University and Chairpersons shall submit to the Convocators involved the proposals made at least forty-five (45) days prior to the meeting of the Convocation.

Section 3      Record of Amendments

Whenever an amendment or a new Bylaw is adopted, it shall be copied in the Book of Bylaws with the original Bylaws, in the appropriate place. If any Bylaw is repealed or amended, the fact of repeal or amendment with the date of the meeting at which the change was enacted or written assent was filed shall be stated in said book.

**CERTIFICATION OF SECRETARY**

I, \_\_\_\_\_, certify that I am the duly elected and acting Secretary of California Lutheran University, a California nonprofit public benefit corporation, that these Amended and Restated Bylaws, consisting of \_\_\_ pages, are the bylaws of this Corporation, as adopted by the Board of Regents on \_\_\_\_\_, 2013 and the Convocators on \_\_\_\_\_, 2013 and that these Amended and Restated Bylaws have not been amended or modified since that date.

Executed on \_\_\_\_\_, 2013, at Thousand Oaks, California.

(Type name)

Secretary

\_\_\_\_\_

**FINAL 6/6/13**

**Bold added See in particular Par. 2, 3, 4, 20 and 27**

Principles regarding the Proposed Merger  
of California Lutheran University  
and Pacific Lutheran Theological Seminary

**Preamble:**

The ELCA strongly affirms the option of a merger between Pacific Lutheran Theological Seminary and California Lutheran University. Presiding Bishop Mark Hanson, representatives of the church-wide organization, and several synods of Regions 1 and 2 have all enthusiastically voiced support for the merger. They also recognize that the decision to merge rests entirely with the boards of CLU and PLTS.

The ELCA remains committed to supporting its seminaries, whether independent or embedded in a university, and a merger with CLU will have no impact on PLTS continuing to receive church support.

Given this support from the ELCA, the Boards of Pacific Lutheran Theological Seminary and California Lutheran University share these principles as foundational in a merger of the two institutions:

1. **Governance:** The CLU Board of Regents will be the sole fiduciary governing board with respect to the seminary following the close of the merger.
2. **Seminary Advisory Board:** The seminary will have a distinct, non-fiduciary advisory board, which will provide the CLU Board of Regents with non-binding advice and recommendations. In addition, the CLU Board commits to consult the seminary advisory board regarding significant decisions affecting the seminary.
3. **Representation:** The Chair of the Seminary Advisory Board will serve as a voting member of the CLU Board of Regents.
4. **Protection of Mission:** The seminary will remain a seminary of the ELCA. CLU will commit to operate the seminary in compliance with ELCA Bylaws, requirements related to governance, candidacy, confession, organizational principles and such other material compliance requirements as ELCA may stipulate from time to time.

5. **Educational Programs:** In order to remain a seminary of the ELCA, the seminary faculty will offer the educational programs recognized by the ELCA for the preparation of persons for ordained or other rostered ministries.
6. **Authority over Educational Programs:** The seminary faculty shall exercise authority over its educational programs through the existing governance structures of CLU, in accordance with applicable accrediting bodies.
7. **Accreditation:** The Association of Theological Schools (or its successor body) will remain the primary accrediting body for the seminary, and, correspondingly, CLU commits to having the seminary remain accredited. The Seminary will also be required to be part of CLU's WASC accreditation.
8. **Graduate Theological Union:** Recognizing the value of the GTU as an ecumenical and interfaith partnership, an integral part of the educational program of the seminary, and a unique attraction for students to the seminary, CLU will support the seminary in its efforts to create a more sustainable GTU.
9. **Authority in Relation to the GTU:** The CLU Board of Regents, as the sole fiduciary governing board, will have the authority regarding decisions (and delegation of decisions) pertaining to the seminary's participation, whether full or partial, in the GTU, after consultation with the Seminary Advisory Board and allowing appropriate time for transition.
10. **Ceasing the Seminary and/or the ministerial education programs within the Seminary:** In the event of a fiduciary decision by the CLU Board of Regents to cease operations of the seminary and/or its educational programs recognized by the ELCA for the preparation for ordained or other rostered ministries, the ELCA shall have the right to determine an alternative owner/steward of the seminary and all assets restricted to the seminary's use.
11. **Program Adaption & Innovation:** The university will support the seminary as a place for future program adaption and innovation as part of the broader CLU family, which may include such things as (i) joint graduate degrees, (ii) further joint development with the CLU religion department, (iii) the creation of CLU satellite offerings on the seminary grounds (whether or not integrated directly with seminary curriculum), (iv) certificate and non-credit programs producing incremental revenue designed for called staff, lay staff and other persons of interest, and (v) other innovative programs as the seminary and/or other departments and divisions may develop from time to time.
12. **Faculty Transition.** Current members of the seminary faculty at the time of the merger will become members of CLU faculty, retaining rank and tenure as applicable.

13. **Faculty Load:** Faculty load for the seminary, including courses as well as service to the church, shall be determined in a manner consistent with, and equitable with, other CLU graduate departments and divisions.
14. **Faculty and Staff Compensation:** Salary and benefits for seminary faculty and staff shall be determined in a manner consistent with, and equitable with, other CLU departments and divisions, recognizing that salaries may vary across disciplines.
15. **Shared Services for Non-Academic Operations:** Administrative functions will come under the direct supervision of CLU, recognizing the need for specialized expertise in seminary administration, particularly for enrollment and advancement functions.
16. **Future Disposition of Seminary Real Estate:** The CLU Board of Regents as the sole fiduciary governing board will make decisions with respect to the disposition of real estate of the seminary, after consultation with the Seminary Advisory Board, including the possibility of a future relocation of the seminary, whether within or outside of Berkeley, California.
17. **Future Disposition of Proceeds from the Sale of Seminary Real Estate:** Proceeds from the sale of seminary real estate will be dedicated for the use or support of the seminary, including repayment of investments made in the seminary by CLU.
18. **Future Disposition of Endowment Assets:** The pre-existing endowment and other financial assets of the seminary will remain dedicated to the seminary.
19. **Distinct Name:** The seminary will maintain its distinct branding as “Pacific Lutheran Theological Seminary,” recognizing that additional branding may be applied in the future, as “of California Lutheran University.”
20. **Seminary Leader:** **The seminary will have a chief administrative officer to oversee the life and program of the seminary who is an ordained ELCA pastor and elected or appointed by the university in consultation with the Seminary Advisory Board.**
21. **Seminary Leader Title:** The title of the future leader of the seminary will be Chief Administrative Officer and Dean (or other mutually agreeable title).
22. **Seminary Leader’s Accountability.** The seminary Chief Administrative Officer and Dean will report to the CLU Provost for purposes of academics and program, while working with the CLU President for purposes of church relations.



23. **Seminary Leader's Role in the University.** The leader of the seminary will serve on the CLU Dean's Council, be part of the CLU Office of University Ministries, and be a member of the CLU President's Cabinet.
24. **Financial Expectations.** The seminary and the university share the following financial goals: the seminary will continue to operate in the black; the university will invest in the work done together as partners to generate revenue; and CLU's Northern California operation will become self sustaining overall.
25. **Worshipping Community:** The seminary will continue to be a worshipping community with regular services on the campus of the seminary (whether in the current Berkeley location or, if applicable, a future location determined by the CLU Board of Regents).
26. **Community Life:** As part of formation for ministry, the seminary will continue to have its own distinct community life and student government, even as it participates within student life at the university graduate schools.
27. **Geographic Scope. CLU remains committed to a seminary that has a vision to serve the whole ELCA with particular attention to the unique needs, challenges and opportunities for the American West, including but not limited to, California.**

4-25-13

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## Introduction

These “Rules of Organization and Procedure” serve a number of purposes. First, they bring together in one place all of the provisions of the constitution, bylaws, and continuing resolutions, as well as “standing” rules that describe the composition, functions, and responsibilities of the Churchwide Assembly. Constitutional provisions and bylaws are highlighted in gray for convenience.

Bylaw 12.31.09, in the *Constitution, Bylaws, and Continuing Resolutions of the Evangelical Lutheran Church in America* specifies that parliamentary procedures shall be in accordance with *Robert’s Rules of Order*, latest edition, “unless otherwise ordered by the assembly.” Experience from past Churchwide Assemblies has demonstrated that plenary discussion and the conduct of the assembly’s business are best served by modifying certain parliamentary rules of *Robert’s Rules of Order*. These modifications, as well as numerous other procedural matters not covered by *Robert’s Rules of Order*, are a second purpose of these rules.

A third purpose is to adopt as part of the Rules of Organization and Procedure provisions from continuing resolutions related to the assembly. When adopted, a two-thirds vote will be required for their amendment or suspension as pertaining to business at this assembly.

At this Churchwide Assembly, most voting members will access the *Pre-Assembly Report*, including these rules, electronically by means of a tablet equipped with a custom application (the ELCA Guidebook application). This application will allow submission of resolutions, motions, nominations, and certain notices electronically; in addition, these documents may be submitted on paper forms. For clarity, these rules will specify “electronically or on a paper form” where either method of submission is available. The procedure for electronic submission is described in Part Seven of these rules.

Adoption of these rules will follow the procedure required by *Robert’s Rules of Order*. The Church Council’s recommendation to adopt will be the main motion before the assembly.

## Outline

Part One: Authority and Duties .....	
Part Two: Members of Assembly .....	
Part Three: Quorum and Procedure .....	
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Part Seven: Resolutions, <del>and</del> Motions, <del>and</del> Notices .....	
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Part Ten: Votes on and Amendments to Social Statements and Related Actions.....	
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Part Sixteen: Elections of Officers .....	
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Part Eighteen: Deadlines.....	
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**Recommended for  
Assembly Action**

*Two-Thirds Vote Required*

**To adopt the Rules of Organization and Procedure for the 2013 Churchwide Assembly  
(exclusive of quoted and highlighted constitutional provisions and bylaws that already are in force):**

**PART ONE: AUTHORITY AND DUTIES**

***Authority of the Churchwide Assembly***

The legislative function of the churchwide organization shall be fulfilled by the Churchwide Assembly . . .  
(ELCA churchwide constitutional provision 11.31.).

The Churchwide Assembly shall be the highest legislative authority of the churchwide organization and shall deal with all matters which are necessary in pursuit of the purposes and functions of this church. The powers of the Churchwide Assembly are limited only by the provisions of the Articles of Incorporation, this constitution and bylaws, and the assembly's own resolutions (ELCA 12.11.).

Any matter for which adoption by a vote of two-thirds of those voting in a prior Churchwide Assembly was required by the constitution or bylaws of the Evangelical Lutheran Church in America shall require a two-thirds vote to be amended or repealed by a subsequent Churchwide Assembly (ELCA 12.12.).

***Duties of the Churchwide Assembly***

The Churchwide Assembly shall:

- a. Review the work of the churchwide officers, and for this purpose require and receive reports from them and act on business proposed by them.
- b. Review the work of the churchwide units, and for this purpose require and receive reports from them and act on business proposed by them.
- c. Receive and consider proposals from synod assemblies.
- d. Establish churchwide policy.
- e. Adopt a budget for the churchwide organization.
- f. Elect officers, board members, and other persons as provided in the constitution or bylaws.
- g. Establish churchwide units to carry out the functions of the churchwide organization.
- h. Have the sole authority to amend the constitution and bylaws.
- i. Fulfill other functions as required in the constitution and bylaws.
- j. Conduct such other business as necessary to further the purposes and functions of the churchwide organization (ELCA 12.21.).

***Assembly Presiding Officer***

The presiding bishop shall . . . preside at the Churchwide Assembly (ELCA 13.21.c.).

The vice president shall be a layperson who shall serve . . ., in the event the presiding bishop is unable to do so, as chair of the Churchwide Assembly (ELCA 13.31.).

***Assembly Secretary***

The secretary shall be responsible for the minutes and records of the Churchwide Assembly . . .  
(ELCA 13.41.02.a.).

***Notice of Meeting***

The secretary shall give notice of the time and place of each regular assembly by publication thereof at least 60 days in advance in this church's periodical (ELCA 12.31.02.).

Notice shall be provided to all voting members or voting members-elect not more than 30 days or less than 10 days in advance of any meeting. Notice may be provided electronically for voting members or voting members-elect who have provided email addresses, unless the voting member or voting member-elect has requested that written notice be mailed (ELCA 12.31.02.).

### **Agenda**

The presiding bishop shall provide for the preparation of the agenda for the Churchwide Assembly . . . (ELCA 13.21.c.).

### **Program and Worship**

The arrangements for agenda, program, and worship shall be under the supervision of the presiding bishop (ELCA 12.31.04.).

### **Arrangements**

Physical arrangements for churchwide assemblies shall be made by the secretary or by an assembly manager working under the secretary's supervision. Such committees as may be necessary to facilitate the planning for and operation of the assembly may be established by the secretary in consultation with the presiding bishop (ELCA 12.31.05.).

## **PART TWO: MEMBERS OF ASSEMBLY**

### **Assembly Voting Members**

Each synod shall elect one voting member of the Churchwide Assembly for every 5,800 baptized members in the synod. In addition, each synod shall elect one voting member for every 50 congregations in the synod. The synodical bishop, who is *ex officio* a member of the Churchwide Assembly, shall be included in the number of voting members so determined. There shall be at least two voting members from each synod. . . . The secretary shall notify each synod of the number of assembly members it is to elect (ELCA 12.41.11.). The officers of the churchwide organization and the bishops of the synods shall serve as *ex officio* members of the Churchwide Assembly. They shall have voice and vote (ELCA 12.41.21.). The total number of voting members at the 2013 Churchwide Assembly is 952.

### **Eligibility to Serve as Voting Member**

Each voting member of the Churchwide Assembly shall be a voting member of a congregation of this church . . . [and] shall cease to be a member of the assembly if no longer a voting member of a congregation of this church within the synod from which elected. The criterion for voting membership in the congregation from which the voting member is elected shall be in effect regarding minimum age for that voting member (ELCA 12.41.13.).

### **Certification of Voting Members**

The secretary of each synod shall submit to the secretary of this church at least nine months before each regular Churchwide Assembly a certified list of the voting members elected by the Synod Assembly (ELCA 12.41.12.).

### **Seating of Alternate Voting Members**

If a voting member elected by the Synod Assembly is unable to serve, the name of an eligible person chosen by the Synod Council shall be submitted by the secretary of the synod to the secretary of this church. . . . If a vacancy occurs or exists within 30 days or less of the convening of the Churchwide Assembly or during the meeting of the Churchwide Assembly, the synodical bishop may submit the name of an eligible person to the secretary of this church. The individual whose name is submitted to the secretary of this church shall be registered and seated by the Credentials Committee as a voting member from the synod (ELCA 12.41.12.).

### **Inclusive Representation**

Except as otherwise provided in this constitution and bylaws, the churchwide organization, through the Church Council, shall establish processes that will ensure that at least 60 percent of the members of its assemblies . . . be laypersons; that as nearly as possible, 50 percent of the lay members of these assemblies . . . shall be female and 50 percent shall be male, and that, where possible, the representation of ordained ministers shall be both female and male. At least 10 percent of the members of these assemblies . . . shall be persons of color and/or persons whose primary language is other than English (ELCA 5.01.f.).

It is the goal of this church that at least 10 percent of the voting members of the Churchwide Assembly, Church Council, and churchwide boards and committees be youth and young adults. The Church Council shall establish a plan for implementing this goal. For purposes of the *Constitution, Bylaws, and Continuing Resolutions of the ELCA*, the term “youth” means a voting member of a congregation who has not reached the age of 18 at the time of election or appointment for service. The term “young adult” means a voting member of a congregation between the ages of 18 and 30 at the time of election or appointment for service (ELCA 6.02.A09.).

The term, “persons of color and/or persons whose primary language is other than English,” shall be understood to mean African American, Black, Arab and Middle Eastern, Asian and Pacific Islander, Latino, American Indian, and Alaska Native people. This definition, however, shall not be understood as limiting this church’s commitment to inclusive participation in its life and work (ELCA 5.01.C00.).

***Additional Voting Members Provided***

The Church Council may allocate up to ten additional voting members among synods in order to further the principles of organization, commitment to inclusiveness, and interdependence as specified in Chapter 5 of this constitution, but no single synod may be allocated more than two additional voting members (ELCA 12.41.11.).

Additional voting members have been allocated by the Church Council as follows:

<u>Synod</u>	<u>Additional Members</u>
<b>Alaska (1A)</b> .....	1
<i>Stipulation:</i> Must be an Alaska Native person	
<b>Arkansas-Oklahoma (4C)</b> .....	1
<i>Stipulation:</i> Must be a person of color or a person whose primary language is other than English	
<b>Slovak Zion (7G)</b> .....	1
<i>Stipulation:</i> Must be a lay person	
<b>West Virginia-Western Maryland (8H)</b> .....	1
<i>Stipulation:</i> Must be a person of color or a person whose primary language is other than English	
<b>Caribbean (9F)</b> .....	2
<i>Stipulation:</i> Both persons must be persons of color or whose primary language is other than English (total voting members from synod would be four: two clergy, including bishop, one lay woman and one lay man)	

***Assembly Properly Constituted***

Each assembly . . . of the churchwide organization . . . shall be conclusively presumed to have been properly constituted, and neither the method of selection nor the composition of any such assembly . . . may be challenged in a court of law by any person or be used as the basis of a challenge in a court of law to the validity or effect of any action taken or authorized by any such assembly . . . (ELCA 5.01.j.).

***Advisory Members***

Members of the Church Council, unless otherwise elected as voting members, shall serve as advisory members of the Churchwide Assembly. In addition, executive directors of units of the churchwide organization, the executive for administration, and other persons from the churchwide organization designated by the presiding bishop shall serve as advisory members of the Churchwide Assembly. The Church Council also may designate other persons as advisory members of the Churchwide Assembly (ELCA 12.41.31.).

Advisory members shall have voice but not vote (ELCA 12.41.32.).

***Other Non-Voting Members***

Other categories of non-voting members may be established by the Churchwide Assembly (ELCA 12.41.41.). Presidents of the colleges, universities, and seminaries of this church, unless elected as voting members of the assembly, shall have voice but not vote (ELCA 12.41.A89.).

In addition, a representative of the faculty of each seminary of the Evangelical Lutheran Church in America, appointed by the president, and one teaching theologian appointed by the Association of

Teaching Theologians in the ELCA, shall serve as faculty resource persons with voice but not vote (ELCA 12.31.B07.).

An individual whose term of office as a bishop of a synod commences within one month of the assembly, unless elected as a voting member of the assembly, shall have the privilege of seat and voice, but not vote, during the assembly.

An individual whose term of office as a bishop of a synod either commences or expires during the course of the assembly shall have the privilege of seat and voice, but not vote, during that portion of the assembly before commencement or after termination of such term.

An individual who served as a churchwide or presiding bishop in a predecessor church body or this church, unless elected as a voting member of the assembly, shall have voice but not vote.

#### ***Resource Members***

Resource members shall be persons recommended by the presiding bishop of this church or by the Church Council who, because of their position or expertise, can contribute to the work of the Churchwide Assembly. Resource members shall have voice only with respect to matters within their expertise, but not vote.

#### ***Congregation Observers***

Each congregation of the Evangelical Lutheran Church in America may register with the secretary of this church one congregation observer for the Churchwide Assembly prior to May 31 in the year of a Churchwide Assembly. . . . Such observers shall have neither voice nor vote in plenary sessions of the assembly (ELCA 12.41.C04.).

#### ***Official Visitors***

Official visitors shall be persons invited by the presiding bishop of this church or the Church Council to address the Churchwide Assembly. They shall not have vote.

#### ***Access to Seating***

A person will be admitted to restricted seating areas only upon display of proper credentials.

#### ***Assembly Costs***

The churchwide organization shall be responsible for the costs of the Churchwide Assembly, including the reasonable costs for travel, housing, and board for voting and advisory members (ELCA 12.31.06.).

### **PART THREE: QUORUM AND PROCEDURE**

#### ***Quorum***

At least one-half of all persons elected as voting members must be present at a meeting to constitute a quorum for the legal conduct of business. If such a quorum is not present, those voting members present may adjourn the meeting to another time and place, provided that only those persons eligible to vote at the original meeting may vote at the adjourned meeting (ELCA 12.31.07.).

#### ***Absence of Members***

Members shall not absent themselves from any session of the assembly without valid excuse, under penalty of forfeiture of the meal allowance for the day of absence and proportionate reimbursement of travel expenses.

#### ***Parliamentary Procedure***

The Churchwide Assembly shall use parliamentary procedures in accordance with *Robert's Rules of Order*, latest edition, unless otherwise ordered by the assembly (ELCA 12.31.09.).

(Note: The 11th edition of *Robert's Rules of Order Newly Revised*, is, therefore, the governing parliamentary law of this church, except as otherwise provided.)

No motion shall be out of order because of conflict with federal, state, or local constitutions or laws.

#### ***Proxy and Absentee Voting Precluded***

Proxy and absentee voting shall not be permitted at a Churchwide Assembly (ELCA 12.31.08.).

### ***Obtaining the Floor***

In plenary sessions of the Churchwide Assembly, the voting members, including the *ex officio* members, have prior right to obtain the floor, unless the chair determines that it is in the best interests of the assembly to call upon an advisory member, a resource member, or another individual with voice.

### ***Questions of Personal Privilege***

Questions of personal privilege that are not urgent and do not relate to the assembly as a whole are out of order. (Questions of privilege that relate to the assembly as a whole include such concerns as problems with acoustics, voting devices, lighting, and emergencies.) Other requests for time in plenary for questions of personal privilege (e.g., personal announcements, comments on matters not on the agenda, reflections on the meaning of votes after they are taken) must be submitted electronically or on a paper form in writing to the secretary's deputy. The chair may allow such matters to be addressed at a later time.

### ***Speeches***

Unless otherwise determined by a majority vote of the assembly, all speeches during discussion shall be limited to two minutes. A signal shall be given one minute before the speaker's time ends. A second signal shall be given one minute later, and the speaker shall then sit down.

### ***Alternating Speeches***

Insofar as is possible during discussion, a speaker on one side of the question shall be followed by a speaker on the other side.

To facilitate alternating speeches, assembly members awaiting recognition at the floor microphones shall approach the appropriate microphone (marked green for those in favor of the pending matter on the floor; marked red for those opposed to the pending matter on the floor).

### ***Purpose and Use of "White Card"***

A white card, provided in the registration packet of voting members, is to be used to identify a member who wishes to offer an amendment to the pending matter, or some other motion that would be in order. Except when authorized to interrupt a speaker by *Robert's Rules of Order*, voting members seeking to bring a motion shall line up at any microphone and await recognition by the chair.

### ***Motion to Rescind or Amend Something Previously Adopted at This Assembly***

A two-thirds vote of the voting members present and voting shall be required to rescind or to amend something previously adopted during this Churchwide Assembly. This rule does not apply to constitutional or bylaw amendments previously adopted by this assembly. (See PART FIFTEEN: Amendments to Governing Documents *below*.)

### ***Suspending or Revising the Rules***

After the adoption of the Rules of Organization and Procedure and any amendments thereto offered prior to the adoption of the Rules, any further amendment to, revision in, or suspension of the Rules shall always require for adoption a two-thirds vote of the members present and voting.

### ***Moving the Previous Question***

A member who has spoken on the pending question(s) may not move the previous question(s).

A motion to end debate by moving the previous question shall apply only to the immediately preceding motion. A motion to end debate on all matters on the floor or more than the immediately pending question is not in order.

### ***Applause***

In the give-and-take of debate on issues before the Churchwide Assembly, members of the assembly and visitors shall refrain from applause.

***Departing from Agenda***

With the consent of a majority of the voting members, the chair shall have the authority to call items of business before the assembly in whatever order he or she considers most expedient for the conduct of the assembly's business.

A motion to alter the agenda shall require for adoption a two-thirds vote of the voting members present and voting.

***Unfinished Business***

Upon adjournment of the Churchwide Assembly, all remaining unfinished items of business shall be referred to the Church Council of the Evangelical Lutheran Church in America for disposition.

***Audit of Credentials Report***

At the request of the chair of the Credentials Committee or of the assembly, the chair may order an audit of the report of the Credentials Committee. When so ordered, the Credentials Committee will provide the bishop of each synod with a list of the registered voting members from such synod. Each bishop (or other voting member duly appointed by the bishop) shall then make appropriate corrections on such list and certify the accuracy of the list with such corrections as may be indicated. Each bishop (or other voting member duly appointed by the bishop) shall promptly return the certified list to the chair of the Credentials Committee.

**PART FOUR: COMMITTEES OF ASSEMBLY**

***Mandated Committees***

The Churchwide Assembly shall have a Reference and Counsel Committee, a Memorials Committee, and a Nominating Committee (ELCA 12.51.).

***Reference and Counsel Committee***

A Reference and Counsel Committee, appointed by the Church Council, shall review all proposed changes or additions to the constitution and bylaws and other items submitted that are not germane to items contained in the stated agenda of the assembly (ELCA 12.51.11.).

***Memorials Committee***

A Memorials Committee, appointed by the Church Council, shall review memorials from synodical assemblies and make appropriate recommendations for assembly action (ELCA 12.51.21.).

***Nominating Committee***

A Nominating Committee, elected by the Churchwide Assembly, shall nominate at least one person for each position for which an election will be held by the Churchwide Assembly and for which a nominating procedure has not otherwise been designated in the constitution, bylaws, and continuing resolutions of this church (ELCA 12.51.31.).

The Nominating Committee shall strive to ensure that at least two of the voting membership of the Church Council shall have been younger than 30 years of age at the time of their election (ELCA 19.21.A98.).

The Church Council shall place in nomination the names of two persons for each position [on the Nominating Committee] (ELCA 19.21.01.).

***Other Committees***

~~The Churchwide Assembly may authorize such other committees as it deems necessary (ELCA 12.51.).  
Such committees as may be necessary to facilitate the planning for and operation of the assembly may be established by the secretary in consultation with the presiding bishop (ELCA 12.31.05.).~~

***Elections Committee***

The Elections Committee shall oversee the conduct of elections in accordance with election procedures approved by the Churchwide Assembly. (See PART THIRTEEN: Election Procedures *below*.)



In the election for presiding bishop, vice president, or secretary, the Elections Committee shall report the results of any balloting by announcing the number of votes received by each nominee and the names of those nominees qualified to remain on the next ballot or the name of the nominee who is elected.

The Elections Committee shall report the results of balloting in other elections by announcing the name of the person elected or by announcing the names of nominees qualified to remain on the ballot. Vote totals shall be reported to the secretary of this church and recorded in the minutes of the assembly. Based on the report of the Elections Committee, the chair shall declare elected those who received the required number of votes.

A report showing the results of a ballot shall be distributed to the voting members concurrently with, or as soon as possible after, the announced report of the Elections Committee.

#### ***Credentials Committee***

The Credentials Committee shall oversee the registration of voting members and shall report periodically to the Churchwide Assembly the number of voting members registered.

#### ***Churchwide Assembly Planning Committee***

The Churchwide Assembly Planning Committee shall assist officers of this church in planning the agenda, program, worship, and arrangements at the Churchwide Assembly.

#### ***Minutes Committee***

The Minutes Committee shall review minutes of the Churchwide Assembly prepared under the supervision of the secretary of this church. The Minutes Committee shall review and recommend approval of the minutes to the secretary and presiding bishop. The presiding bishop and secretary shall then have the authority to approve the minutes on behalf of the Churchwide Assembly and shall deposit in the archives of this church the protocol copy of the assembly's minutes.

#### ***Other Committees***

The Churchwide Assembly may authorize such other committees as it deems necessary (ELCA 12.51.).  
Such committees as may be necessary to facilitate the planning for and operation of the assembly may be established by the secretary in consultation with the presiding bishop (ELCA 12.31.05.).

#### ***Additional Appointments***

Additional officials or committees (sergeants-at-arms, parliamentarians, chairs for hearings, chairs for unit lunches, tellers, pages, etc.) of the Churchwide Assembly shall be appointed by the presiding bishop.

### **PART FIVE: VOTING PROCEDURES**

#### ***Voting by Electronic Device***

Voting generally shall occur through use of a wireless electronic device at each voting member's seat.

A voting device will be placed on a pad in front of every voting member. The device should remain there throughout the assembly when not being used for voting. The device and pad must not be removed from the table. A voting device must not be used by anyone except the voting member to whom it has been assigned.

Synodical bishops (or their designees) will check at the end of every plenary session to ensure that all voting devices are in place.

A voting member must be seated at the table that contains his or her assigned voting device in order to cast a vote.

Voting by electronic device shall be in accordance with instructions from the chair or the Elections Committee. The chair will announce when voting is to commence.

Once the voting period has begun and a voting member has registered her or his vote, confirmation will appear on the device's screen. If this message is not received, the synodical bishop or a member of the Elections Committee should be notified immediately.

At any time prior to the announcement that the voting period has ended, a voting member may change his or her mind and register a different vote. A second vote will cancel the first vote. Confirmation of the second vote will be sent.

Periodically during the assembly, a test vote will be taken to ensure that all devices are in working order.

If a voting device is inoperative or lost, or if a voting member for any reason cannot use the voting device, please see the secretary's deputy (seated next to the podium) or a member of the Elections Committee (stationed around the plenary hall).

#### ***Various Other Methods of Voting***

As directed by the chair, voting also may take place by voice, by show of hands, by standing, or by written ballot.

Any member who because of physical limitation cannot raise her or his hand or stand to vote should contact the Elections Committee for assistance.

Each voting member's registration packet contains a paper ballot to be used if the chair so directs. If a paper ballot is called for by the chair, it should not be folded. The ballot will be collected at the voting member's table in accordance with instructions from the Elections Committee or from the chair.

#### ***Division of the House***

When a division of the house is ordered, the vote shall be by electronic device, by standing vote, or by written ballot as directed by the chair. No division of the house is in order when a vote has been taken by electronic device, by a counted standing vote, or by written ballot.

### **PART SIX: RELATION OF ASSEMBLY TO CHURCH COUNCIL AND CHURCHWIDE UNITS**

#### ***Relationship to Church Council***

The Church Council shall be the board of directors and shall serve as the interim legislative authority between meetings of the Churchwide Assembly (ELCA 14.11.).

"Interim legislative authority" is defined to mean that between meetings of the Churchwide Assemblies, the Church Council may exercise the authority of the Churchwide Assembly so long as:

- a. the actions of the Church Council do not conflict with the actions of and policies established by the Churchwide Assembly; and
- b. the Church Council is not precluded by constitutional or bylaw provisions from taking action on the matter (ELCA 14.13.).

#### ***Responsibilities of Church Council***

The Church Council shall act on the policies proposed by churchwide units, subject to review by the Churchwide Assembly (ELCA 14.21.01.).

The Church Council shall review all recommendations from churchwide units for consideration by the Churchwide Assembly (ELCA 14.21.03.).

The Church Council, upon recommendation of the presiding bishop, shall submit budget proposals for approval by the Churchwide Assembly and authorize expenditures within the parameters of approved budgets (ELCA 14.21.05.).

The Church Council shall arrange the process for all elections as specified in this constitution and bylaws for churchwide units to assure conformity with established criteria (ELCA 14.21.22.).

The Church Council shall report its actions to the Churchwide Assembly (ELCA 14.21.08.).

#### ***Status of Church Council Recommendations***

The recommendation of the Church Council with respect to any proposal by a churchwide unit or any other matter shall be treated as a motion made and seconded, unless the Church Council shall otherwise determine.

#### ***Relationship to Churchwide Units***

Each unit shall report to the Churchwide Assembly and will report to the Church Council in the interim.

The policies, procedures, and operation of each unit shall be reviewed by the Church Council in order to assure conformity with the constitution, bylaws, and continuing resolutions and with Churchwide Assembly actions (ELCA 16.12.; see also 15.15.03., 17.20.05., 17.20.A11.e., 17.30.03., 17.40.02., and 17.50.03.).

| ***Relationship to the Board of Pensions (also known as Portico Benefit Services)***

The Churchwide Assembly shall:

- a. approve the documents governing the ELCA Pension and Other Benefits Program that have been referred by the Church Council; and

- b. refer any amendments to the ELCA Pension and Other Benefits Program initiated by the Churchwide Assembly to the Board of Pensions for recommendation before final action by the Church Council, assuring that no amendment shall abridge the rights of members with respect to their pension accumulations (ELCA 17.20.01.).

The Church Council shall refer, as it deems appropriate, proposed amendments to the ELCA Pension and Other Benefits Program to the Churchwide Assembly for final action (ELCA 17.20.02.d.).

The Board of Pensions of the Evangelical Lutheran Church in America—also known as Portico Benefit Services—shall . . . manage and operate the Pension and Other Benefits Program for this church and plans for other organizations operated exclusively for religious purposes, and shall invest the assets according to fiduciary standards set forth in the plans and trusts (ELCA 17.20.A11.a.).

The Board of Pensions shall . . . report to the Churchwide Assembly through the Church Council, with the Church Council making comments on all board actions needing approval of the Churchwide Assembly (ELCA 17.20.A11.e.).

## **PART SEVEN: RESOLUTIONS, ~~AND~~ MOTIONS, ~~AND~~ NOTICES**

### **~~Written Resolutions and Motions Required~~ Submission of Resolutions and Motions**

Substantive resolutions or motions, or amendments to either, must be presented electronically or on a paper form in writing to the secretary of this church or the secretary's deputy before the established deadline or, if applicable, in writing immediately after being moved. A form is provided for this purpose in the Pre-Assembly Report, and paper forms are available from the secretary's deputy. Other forms also are available in the Pre-Assembly Report and from the secretary's deputy. . . This form is included in each voting member's registration packet; other forms are available on the tables of voting members. The method for electronically submitting resolutions and motions is described below.

### ***Nature of Resolutions and Motions***

➤ **Germane Resolutions and Motions:** A germane resolution or motion is one closely related to or having bearing on the matter before the assembly. A resolution or motion that is germane to the matter before the assembly may be offered when in order by any voting member from the floor by going to a microphone and being recognized by the chair. Nothing in this provision is intended to modify established deadlines. (See PART EIGHTEEN: Deadlines, below.)

➤ **Non-Germane Resolutions and Motions:** Any resolution or motion not germane to the matter before the Churchwide Assembly or on the assembly agenda must be submitted to the secretary of this church or the secretary's deputy electronically or on a paper form in writing prior to the established deadline. (See PART EIGHTEEN: Deadlines *below*.) Each resolution or motion must be supported in writing by one other voting member. At least 24 hours must elapse before such resolution may be considered in plenary session. The secretary shall refer such resolution to the Reference and Counsel Committee, which may:

- (a) Recommend approval;
- (b) Recommend referral to a unit or office of this church;
- (c) Recommend a substitute motion to the assembly; or
- (d) Recommend that the assembly decline the proposed resolution.

➤ **Same or Similar Subjects:** The Reference and Counsel Committee may group together in a single recommendation resolutions or motions on the same or similar subjects. A resolution or motion on the same subject as a recommendation already on the agenda of the assembly, such as a memorial, will not be submitted to the assembly for separate action by the Reference and Counsel Committee. The chair of the committee will inform the voting member of the committee's decision.

➤ **Beyond Deadline for Submission:** Any resolution or motion not germane to the matter before the Churchwide Assembly or on the assembly agenda that a voting member submits because of circumstances that develop during the assembly and that cannot be submitted to the secretary of this church or the secretary's deputy prior to the established deadline (*see* PART EIGHTEEN: Deadlines *below*) must be submitted to the secretary in writing or the secretary's deputy electronically or on a paper form and supported in writing by one other voting member. The secretary shall refer such resolutions or motions to the Reference and Counsel Committee, which may:

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- (a) Decline to refer the resolution or motion to the assembly;
- (b) Recommend approval;
- (c) Recommend referral to a unit or office of this church;
- (d) Recommend a substitute motion to the assembly; or
- (e) Recommend that the assembly decline the proposed resolution or motion.

Consideration of a resolution or motion submitted beyond the deadline will require suspension of the rules prior to presentation of the matter to voting members by the Reference and Counsel Committee.

➤ **On Societal Issues:** In its recommendation, the Reference and Counsel Committee, following consultation with the Office of the Presiding Bishop, shall inform the Churchwide Assembly when a resolution or motion requires action on a societal issue for which this church does not have an established social policy. Should such resolution or motion be adopted by the Churchwide Assembly, the matter shall be referred to the Office of the Presiding Bishop, which shall bring to the next regular meeting of the Church Council a plan for appropriate implementation.

#### ***Substitute Motions***

When a substitute motion is made, secondary amendments may be offered first to the original motion. After all secondary amendments to the original motion have been disposed of, secondary amendments to the substitute motion may be offered. When all amendments to the substitute motion have been disposed of, the vote shall be taken on whether the substitute motion is to be substituted as the original motion or be rejected.

#### **Electronic Submission**

Whenever authorized by these rules, resolutions, motions, amendments, nominations, or notices may be submitted electronically through the ELCA Guidebook application by completing the applicable form located in the "Submissions" tab, identifying the supporting voting member(s), as required, and transmitting it to the secretary's deputy by pressing the "Submit" button at the end of the form. An e-mail response will be sent acknowledging receipt. If an electronic submission is improper or if additional information is necessary, the voting member will receive follow-up notification by e-mail.

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## **PART EIGHT: MEMORIALS FROM SYNODICAL ASSEMBLIES**

### ***Definition of Memorials***

Memorials are proposals for action involving broad policy issues submitted by synodical assemblies to the churchwide organization. Memorials from synodical assemblies are reviewed by the Memorials Committee, which makes appropriate recommendations for assembly action.

### ***Status of Committee's Recommendations***

When the Memorials Committee has recommended the passage of a memorial considered by the committee, the committee's recommendation and text of the memorial recommended for passage shall be the main motion before the assembly.

When the Memorials Committee has recommended the adoption of a substitute recommendation for the memorial(s) on a subject, the committee's recommendation shall be the main motion before the assembly.

When the Memorials Committee has recommended referral of a memorial(s), the committee's recommendation shall be the main motion before the assembly.

When the Memorials Committee has recommended that the assembly decline a memorial(s) without the committee making any other recommendation related to the same or closely related subject, the memorial, if then moved by a voting member from the synod originating the memorial and seconded, shall be the main motion, and the committee's recommendation shall be received as information.

### **En Bloc Resolution in Response to Certain Memorials**

The responses to the synod memorials, as recommended by the Memorials Committee in a report distributed to assembly members prior to, or at, the first business session of the assembly, may be approved by *en bloc*<sup>1</sup> resolutions when so proposed by the Memorials Committee.

If a voting member desires the assembly to discuss a synodical memorial or the Memorials Committee's response that is proposed for *en bloc* consideration, she or he may request that it be removed from the proposed *en bloc* resolution, provided the member's request is supported by ten other voting members. Such request shall be made in accordance with the following paragraph. The assembly then will consider and vote separately on the proposed response of the Memorials Committee. After removals, the *en bloc* resolution shall be voted upon without amendments or debate.

➤ **Separate Consideration:** To call for such separate consideration, a voting member must submit ~~written~~ notification electronically or on a paper form to the secretary of this church or the secretary's deputy prior to the established deadline (*see* PART EIGHTEEN: Deadlines *below*) on the form titled Notice Related to Recommendations of the Memorials Committee. A copy of that form is included ~~in on page three of~~ the Report of the Memorials Committee. Paper/Additional forms are will be available from the secretary's deputy.

### **Substitute Proposal**

With respect to any recommendation made by the Memorials Committee in a ~~printed~~ report distributed to the assembly members prior to or at the first business session of the assembly, a voting member of the assembly may offer a substitute motion to the committee's recommendation only if such member has given ~~written~~ notice electronically or on a paper form by the established deadline. For such ~~written~~ notice, a voting member who desires to offer a substitute to the recommendation of the Memorials Committee must complete the form, Notice Related to Recommendations of the Memorials Committee, and submit it to the secretary of this church or the secretary's deputy prior to the established deadline. (*See* PART EIGHTEEN: Deadlines *below*.) In addition, the text of the proposed substitute should be submitted on a Motion Form electronically or on a paper form to the secretary or the secretary's deputy.

Consultation with at least one of the co-chairs of the Memorials Committee is required when a substitute will be moved and is recommended when any other amendment will be proposed to the response recommended by the Memorials Committee.

### **Recommendation on Same Matter**

A voting member's resolution or motion dealing with the same or similar matter as a subject being reported by the Memorials Committee cannot be considered prior to the Memorials Committee's recommendation and motion with respect to that matter. This rule does not apply to a resolution or motion that proposes an amendment to a constitutional provision, bylaw, or continuing resolution.

## **PART NINE: RECOMMENDATIONS OF THE REFERENCE AND COUNSEL COMMITTEE**

### **Status of Committee's Recommendations**

When the Reference and Counsel Committee has recommended the approval of a resolution or motion considered by the committee, the committee's recommendation and text of the resolution or motion recommended for passage shall be the main motion before the assembly.

When the Reference and Counsel Committee has recommended the adoption of a substitute recommendation for the resolution(s) or motion(s) on a subject, the committee's recommendation shall be the main motion before the assembly.

When the Reference and Counsel Committee has recommended referral of a resolution(s) or motion(s), the committee's recommendation shall be the main motion before the assembly.

When the Reference and Counsel Committee has recommended that the assembly decline a proposed resolution or motion without the committee making any other recommendation related to the same or a closely related subject,

<sup>1</sup>Adoption of several motions by a single assembly resolution; sometimes known as an omnibus bill or resolution.

the voting member's resolution or motion, if then moved by that voting member and seconded, shall be the main motion and the committee's recommendation shall be received as information.

## **PART TEN: VOTES ON AND AMENDMENTS TO SOCIAL STATEMENTS AND RELATED ACTIONS**

### ***Definition of Social Statements***

Social statements are major documents addressing significant social issues. They meet the criteria of and are prepared in accordance with "Policies and Procedures of the Evangelical Lutheran Church in America for Addressing Social Concerns," adopted by the Churchwide Assembly in 1997 and amended by the Church Council.

### ***Deadline for Submission***

Any amendment to a social statement, or to recommendations or resolutions concerning a social statement, must be submitted electronically or on a paper form in writing to the secretary of this church or the secretary's deputy prior to the established deadline. (See PART EIGHTEEN: Deadlines *below*).

Voting members who submit amendments may be requested to meet with the staff of the unit that developed the statement.

If in the opinion of the chair of the assembly the amendments to a social statement, or to recommendations or resolutions concerning a social statement, are either too voluminous or too complex for the assembly to consider expeditiously, all amendments may be referred by the chair to either the Reference and Counsel Committee or to an ad hoc committee appointed by the chair with the consent of the assembly for its recommendations for the consideration of the statement or recommendations or resolutions and the proposed amendments by the assembly.

If a voting member wishes to offer a substantive amendment that was not submitted prior to the deadline, the assembly, by a majority vote, may consent to the consideration of such an amendment.

### ***Vote to Adopt Social Statements***

A two-thirds vote of the voting members present and voting in the Churchwide Assembly shall be required for adoption of a social statement.

A social statement, which is developed by the appropriate churchwide unit and presented to the Churchwide Assembly as a proposed social statement of the Evangelical Lutheran Church in America, shall require for adoption a vote of two-thirds of those voting members present and voting in a Churchwide Assembly. The text of a proposed social statement shall be approved and recommended to the assembly by the Church Council (ELCA 12.12.01.).

### ***Vote to Amend or Repeal***

Any matter for which adoption by a vote of two-thirds of those voting in a prior Churchwide Assembly was required by the constitution or bylaws of the Evangelical Lutheran Church in America shall require a two-thirds vote to be amended or repealed by a subsequent Churchwide Assembly (ELCA 12.12.).

### ***Reconsideration of Social Statement***

In accordance with the "Policies and Procedures of the Evangelical Lutheran Church in America for Addressing Social Concerns," Churchwide Assemblies may reconsider previously adopted social statements. Such reconsideration may involve either a revision or removal of the statement. This may be done in two ways:

1. A Churchwide Assembly, by a two-thirds vote, may call for the reconsideration of a social statement at the next assembly. Subsequent to such a vote, the social statement shall be referred to the Office of the Presiding Bishop for re-study. The proposed change and the reasons for it shall be made available to this church with an official notice of such proposed action to be sent to the synods by the secretary of this church at least three months prior to the Churchwide Assembly at which it will be considered. A two-thirds vote of the assembly shall be required to revise or remove the social statement.
2. The Church Council by a two-thirds vote of its voting members may ask the Churchwide Assembly to reconsider a social statement. Such Church Council action must be taken no later than at the Church Council meeting in the autumn prior to the assembly. The proposed change and the reasons for it shall then be made available to this church with an official notice of such proposed action to be sent to the synods by the secretary of this church at least three months prior to the Churchwide Assembly. A two-thirds vote of the assembly shall

be required to reconsider the statement and also to revise or remove it. Both actions may occur at the same assembly.

***Vote to Adopt Certain Recommendations or Resolutions from a Social Statement Task Force Requiring Amendment of Constitutional Provisions or Bylaws***

A two-thirds vote of the voting members of the Churchwide Assembly present and voting shall be required to adopt recommendations or resolutions originating from or relating to the subject of a social statement task force report or amendments or substitute motions related to such recommendations or resolutions that require amendment of a constitution or bylaw provision for implementation.

**PART ELEVEN: VOTES ON PROPOSALS FOR CHURCH-TO-CHURCH AGREEMENTS**

This church may establish official church-to-church relationships and agreements. Establishment of such official relationships and agreements shall require a two-thirds vote of the voting members of the Churchwide Assembly (ELCA 8.71.).

Each church body votes on a relationship of full communion using the same resolution. Amendments to a resolution establishing full communion, therefore, are not in order.

**PART TWELVE: NOMINATIONS**

***Nominations Desk***

Nominations from the floor at the Churchwide Assembly shall be made at the Nominations Desk, which shall be maintained under the supervision of the secretary of this church (ELCA 19.61.B11.a.).

A nomination from the floor shall be made by using the form provided by the secretary of this church. Nomination forms may be obtained from the Nominations Desk at times prescribed in the assembly's Rules of Organization and Procedure. This form is also included in each voting member's registration materials (ELCA 19.61.B11.b.).

The nomination form for the common ballot is also available online at [www.elca.org/nominations](http://www.elca.org/nominations). Nominations may be submitted electronically prior to the established deadline (see PART EIGHTEEN: Deadlines below) or on a paper form to the Nominations Desk at the times described below.

Information and additional forms may be obtained from the Nominations Desk on Monday, August 12, 2013, from 8:30 a.m. to 9:30 p.m. and on Tuesday, August 13, 2013, from 8:00 a.m. to 11:00 a.m.

***Congregational Membership***

Each nominee for an elected position in the churchwide organization shall be a voting member of a congregation of this church (ELCA 19.05.).

***Term Limit***

Other than elections of officers and executive directors of units, elections shall be for one six-year term, without consecutive reelection, and with approximately one-third of the members of the Church Council and of each board or advisory committee elected each biennium (ELCA 19.04.).

***Nominations Form***

The required form to be used in making nominations from the floor shall include the nominee's name, address, phone number, gender, lay or clergy status, white or person of color or primary language other than English status, congregational membership, synodical membership, and affirmation of willingness to serve, if elected; the name, address, and synodical membership of the voting member who is making the nomination; and such other information as the secretary of this church shall require (ELCA 19.61.B11.c.).

The nomination form for the common ballot is also available ~~online at [www.elca.org/nominations](http://www.elca.org/nominations).~~ in the *Pre-Assembly Report*, and paper forms are available at the Nominations Desk at the times described above.

For purposes of nomination procedures, "synodical membership" means:

- 1) In the case of a layperson who is not on the official rosters of this church, the synod that includes the congregation in which such person holds membership;
- 2) In the case of an ordained minister, the synod on whose roster such ordained minister's name is maintained; and

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- 3) In the case of an associate in ministry, a deaconess, or a diaconal minister, the synod on whose roster such person's name is maintained (ELCA 19.61.B11.d.).

#### ***Making Floor Nominations***

Floor nominations for positions on a board or committee of a churchwide unit require, in addition to the nominator, the written support of at least ten other voting members. Floor nominations for the Church Council, the Nominating Committee, or other churchwide committee to be elected by the Churchwide Assembly require, in addition to the nominator, the written support of at least twenty other voting members (ELCA 19.61.C05.a.).

A nomination from the floor for any position (other than presiding bishop, vice president, and secretary) shall be made by filing the completed nomination form with the Nominations Desk at times prescribed in the assembly's Rules of Organization and Procedure (ELCA 19.61.C05.b.).

~~The nomination form for the common ballot is available online at [www.elca.org/nominations](http://www.elca.org/nominations).~~

Nominations from the floor for any position (other than presiding bishop, vice president, secretary) shall be made by filing the completed prescribed form electronically before the established deadline (see PART EIGHTEEN: Deadlines below) or on a paper form with the Nominations Desk on Monday, August 12, 2013, from 8:30 a.m. to 9:30 p.m. and on Tuesday, August 13, 2013, from 8:00 a.m. to 11:00 a.m.

Nominations will be considered made in the order in which filed at the Nominations Desk (ELCA 19.61.C05.c.).

#### ***For Boards and Committees: Restrictions on Nominations***

The Nominating Committee shall nominate two persons for each council, board, or committee position, according to the process described in continuing resolutions, for which an election will be held by the Churchwide Assembly. Nominations from the floor, where permitted in the nomination process, shall be presented as an alternative to a specific category named by the Nominating Committee 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 Nominating Committee shall set forth the criteria applicable to each category that must be met by persons nominated from the floor (ELCA 19.21.02.).

The Church Council shall endeavor to ensure that every synod has at least one person serving on the Church Council or churchwide boards, committees, task forces, or other groups. Among those persons elected by the assembly, no more than two persons from any one synod shall serve on the Church Council or any one board, committee, task force, or other group (ELCA 19.21.04.).

Nominations from the floor for positions on churchwide boards or committees shall comply with criteria and restrictions established by the Nominating Committee and set forth in materials provided to each voting member of the assembly (ELCA 19.61.D05.a.).

See Section VII of the *Pre-Assembly Report* for details on restrictions.

A former full-time or part-time employee of the churchwide organization shall not be eligible, for a minimum of six years subsequent to such employment, for nomination or election to the board or committee related to the churchwide unit in which the employee served (ELCA 19.61.J00.).

So long as the number of incumbent members from a given synod serving on a board or committee with terms not expiring plus the number of positions on the same board or committee to which individuals from the same synod already have been nominated (whether by the Nominating Committee or from the floor) total less than the maximum number of two individuals from the same synod who may serve on that board or committee, an individual from the same synod may be nominated for another position on that board or committee, provided other criteria and restrictions are met. Individuals from the same synod may be nominated for a position on a board or committee to which individuals from the same synod already have been nominated, provided other criteria and restrictions are met (ELCA 19.61.D05.b.).

#### ***For Church Council: Restrictions on Nominations***

In preparation for the Churchwide Assembly, the Church Council shall determine how this church's commitment to inclusive representation will affect the next election to the Church Council. For 33 of the council members, the Nominating Committee shall invite each eligible synod to submit suggested nominees and shall then nominate persons who fulfill the categories assigned by the Church Council. With respect to the other nominees, the Church Council shall review its size and composition and take into

consideration the experience and expertise of existing members and synodical nominees as well as the needs of the council in seeking to fulfill its duties and responsibilities. Based upon this analysis, the Church Council shall instruct the Nominating Committee to provide nominations in specific categories for the remaining positions. Excluding the churchwide officers, there shall not be more than two members of the Church Council from a synod nor shall more than two-thirds of the synods in a region have members on the Church Council at the same time. The Church Council shall have at least one member from each region. The terms of office of persons elected to regular terms on the Church Council by the Churchwide Assembly shall begin at the conclusion of the Churchwide Assembly at which such persons were elected (ELCA 19.02.). The Nominating Committee shall nominate two persons for each council, board, or committee position, according to the process described in continuing resolutions, for which an election will be held by the Churchwide Assembly. Nominations from the floor, where permitted in the nomination process, shall be presented as an alternative to a specific category named by the Nominating Committee 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 Nominating Committee shall set forth the criteria applicable to each category that must be met by persons nominated from the floor (ELCA 19.21.02.). Nominations for positions on the Church Council shall comply with criteria and restrictions established by the Church Council and Nominating Committee and set forth in materials provided to each voting member of the assembly (ELCA 19.61.E05.).

On behalf of the Nominating Committee, the secretary of the Evangelical Lutheran Church in America—in the year preceding each regular meeting of the Churchwide Assembly—shall solicit from eligible synods on a rotating basis the names of two persons in specified categories, in keeping with the representation principles of this church, for possible election to the Church Council. Upon their selection by the assemblies of the respective synods, the names of the two persons shall be presented to the Nominating Committee for submission to the Churchwide Assembly. In the event that any nominee withdraws or is disqualified from possible service, the Nominating Committee shall submit a replacement name from the same synod as the original nominee. In the event that the vacancy occurs subsequent to the preparation of the report of the Nominating Committee to the Churchwide Assembly, a floor nomination shall be provided from the same synod as the original nominee. Except as provided herein, no floor nominations for positions on the Church Council shall be permitted at the Churchwide Assembly (ELCA 19.21.B11.). See Section VII, page 2, of the *Pre-Assembly Report* for details on restrictions.

***For Nominating Committee: Restrictions on Nominations***

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 also 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 (ELCA 19.21.01.).

Nominations from the floor for positions on the Nominating Committee shall comply with criteria and restrictions established by the Church Council and set forth in materials provided to each voting member of the assembly (ELCA 19.61.F98.a.).

So long as the number of incumbent members from a given region serving on the Nominating Committee with terms not expiring plus the number of Nominating Committee positions to which individuals from the same region have already been nominated (whether by the Church Council or from the floor) total less than the maximum number of three individuals from the same region who may serve on the Nominating Committee, an individual from the same region may be nominated for another Nominating Committee position, provided other criteria and restrictions are met. Provided other criteria and restrictions are met, individuals may be nominated for a Nominating Committee position for which someone from the same region has already been nominated (ELCA 19.61.F98.b.).

## **PART THIRTEEN: ELECTION PROCEDURES**

### ***Election Procedures Utilizing the Common Ballot***

The common ballot is used in those elections when the ecclesiastical or nominating ballot is not used (ELCA 19.61.G02.a.).

In each case in which there are floor nominations, there shall be a preliminary ballot that shall include the names of the nominees presented by the Nominating Committee or the Church Council, and the person or persons nominated from the floor. The names of the two persons receiving the highest number of votes cast shall be placed on the final ballot (ELCA 19.21.03.).

For the first common ballot, the exact number of ballot forms equal to the number of voting members from each synod will be given to the bishop of that synod. The bishop of the synod, or his or her designee, will be responsible for distributing the ballot forms to each of the voting members from the synod (ELCA 19.61.G02.b.).

Upon recommendation of the chair and with the consent of the assembly, the second common ballot may be conducted by electronic device. Unless the second common ballot is conducted by electronic device, the distribution of ballot forms for the second common ballot will be in the same manner as the first common ballot (ELCA 19.61.G02.c.).

Any discrepancy between the number of ballots given to a synodical bishop and the number of voting members (including the synod bishop) from such synod must be reported by the synodical bishop to the Elections Committee (ELCA 19.61.G02.d.).

Each ticket for which an election is held will be considered a separate ballot (ELCA 19.61.G02.e.).

A voting member may vote for only one nominee on each ticket (ELCA 19.61.G02.f.).

Failure to vote for a nominee for every ticket does not invalidate a ballot for the tickets for which a nominee is marked (ELCA 19.61.G02.g.).

Ballots must be marked in accordance with the instructions presented in plenary session (ELCA 19.61.G02.h.).

Ballot forms shall not be folded (ELCA 19.61.G02.i.).

Marked ballot forms must be deposited at the designated Ballot Stations at certain exits of the hall in which plenary sessions are held (ELCA 19.61.G02.j.).

If a ballot is damaged so that it cannot be scanned, a replacement ballot may be obtained at the Ballot Station upon surrender of the damaged ballot (ELCA 19.61.G02.k.).

Unless otherwise ordered by the assembly, polls for the first common ballot close at the time designated in the assembly's Rules of Organization and Procedure (ELCA 19.61.G02.l.).

(See PART EIGHTEEN: Deadlines *below*.)

On each ticket for which balloting is conducted by electronic device, the polls will remain open for a reasonable time, as determined by the chair, to permit members to record their votes (ELCA 19.61.G02.m.).

Unless the second ballot is conducted by electronic device, polls for the second common ballot close at the time designated in the assembly's Rules of Organization and Procedure or as otherwise ordered by the assembly (ELCA 19.61.G02.n.).

(See PART EIGHTEEN: Deadlines *below*.)

On the second ballot, whether by common ballot or by electronic device, the first position on each ticket shall be given to the nominee who received the greatest number of votes on the first ballot. If two nominees are tied for the highest vote, the first position on the ticket shall be determined by draw by the chair of the Elections Committee (ELCA 19.61.G02.o.).

### ***Majority Required for Election***

In all elections by the Churchwide Assembly, other than for the presiding bishop, vice president, and secretary, a majority of the votes cast on the first ballot shall be necessary for election. If an election does not occur on the first ballot, the names of the two persons receiving the highest number of votes cast shall be placed on the second ballot. On the second ballot, a majority of the legal votes cast shall be necessary for election (ELCA 19.11.01.b.).

### ***Breaking Ties***

On the first common ballot, the blank ballots of the treasurer and vice president shall be held by the chair of the Elections Committee to be presented to the treasurer for her or his vote only in those elections where a

tie would otherwise exist, and to be presented to the vice president for his or her vote only in those elections to break a tie remaining after the ballot of the treasurer has been counted (ELCA 19.61.198.b.). On the second common ballot, the marked ballot of the treasurer shall be held by the chair of the Elections Committee and shall be counted only where necessary to break a tie that would otherwise exist (ELCA 19.61.198.c.).

## **PART FOURTEEN: BUDGET PROPOSALS**

### ***Budget Procedures***

The presiding bishop shall . . . provide for the preparation of the budget for the churchwide organization (ELCA 13.21.f.).

At the direction of the presiding bishop, the executive for administration shall . . . develop the budget for the churchwide organization and report to the Church Council and the Churchwide Assembly through the Budget and Finance Committee of the Church Council with regard to the preparation of the budget (ELCA 15.12.A10.d.).

A Budget and Finance Committee shall be composed of members of the Church Council elected by the council and the treasurer of this church as an *ex officio* member of the committee. This committee shall have staff services provided by the Office of the Presiding Bishop and the Office of the Treasurer. The committee shall prepare and present a comprehensive budget to the Church Council for its consideration and presentation to the Churchwide Assembly. The committee shall relate to the work of the Office of the Treasurer (ELCA 14.41.A10.).

The Church Council, upon recommendation of the presiding bishop, shall submit budget proposals for approval by the Churchwide Assembly and authorize expenditures within the parameters of approved budgets (ELCA 14.21.05.).

The Churchwide Assembly shall . . . adopt a budget for the churchwide organization (ELCA 12.21.e.).

Each synod shall remit to the churchwide organization a percentage of all donor-unrestricted receipts contributed to it by the congregations of the synod, such percentage to be determined by the Churchwide Assembly. Individual exceptions may be made by the Church Council upon request of a synod (ELCA 10.71.).

Proposed amendments to the budget must be submitted to the secretary of this church or the secretary's deputy **electronically or on a paper form in writing** prior to the established deadline. (See PART EIGHTEEN: Deadlines *below*.) Each amendment must be supported **in writing** by one other voting member. The secretary shall refer such proposed amendments to the Budget and Finance Committee. During the consideration of the budget by the assembly, the Budget and Finance Committee shall report on the implication of each proposed amendment.

Any amendment to the budget that increases a current program proposal of, or adds a current program proposal to, a churchwide unit must include a corresponding decrease in some other current program proposal of the same or another churchwide unit(s) and/or increase in revenues. Any amendment to the budget that proposes an increase in revenues shall require an affirmative vote by at least two-thirds of those present and voting.

The assembly may refer to the Church Council for final action any amendment to the budget that has been presented in accordance with these Rules of Organization and Procedure. Such referral shall not preclude the assembly from acting on other budget amendments or from adopting the budget.

### ***Appropriations***

When a motion calling for an appropriation comes before the Churchwide Assembly from any source other than the Church Council or a memorial from a synod, it shall be referred at once to the Reference and Counsel Committee. The Reference and Counsel Committee shall refer the proposed appropriation to the Budget and Finance Committee of the Church Council. The Budget and Finance Committee may consult with the churchwide unit(s) affected by the proposed appropriation. The Budget and Finance Committee may conclude that it cannot evaluate adequately the proposed appropriation prior to assembly adjournment and may request that the Church Council be designated to receive the evaluation later and to determine whether or not the proposed appropriation shall be authorized. The findings of the Budget and Finance Committee shall be forwarded to the Reference and Counsel Committee, which shall then make its recommendation to the Churchwide Assembly. If the report of the Reference and Counsel Committee is negative, a two-thirds vote of the voting members present and voting shall be required for adoption.

A proposed appropriation that originates with a synod through a memorial will be handled in the same way as in this preceding rule, except that reference shall be to the Memorials Committee rather than to the Reference and Counsel Committee.

#### ***New Studies or Research Proposals***

Each proposal by a voting member for a study or research project shall be made as a main motion and shall be referred to the Reference and Counsel Committee. The Reference and Counsel Committee shall refer the proposal to Research and Evaluation in the Office of the Presiding Bishop. This section, in consultation with the churchwide unit to which the proposal is directed, will seek to determine the purpose, relationship to existing studies and research projects or current programs, potential value, overall costs including staff requirements, and availability of budget and staff. The Research and Evaluation section may conclude that it cannot evaluate adequately the proposal prior to assembly adjournment and request that the Church Council be designated to receive the evaluation at a later time and determine whether or not the study or research project should be initiated. The findings of the Research and Evaluation section shall be submitted to the Reference and Counsel Committee, which may make its recommendation to the assembly. If the recommendation calls for a new appropriation, the matter also shall be referred at once to the Budget and Finance Committee for consideration and report to the Reference and Counsel Committee. If the report of the Reference and Counsel Committee is negative, a two-thirds vote of the voting members present and voting shall be required for adoption.

A proposal that originates with a synod through a memorial shall be handled the same way, except that reference shall be to the Memorials Committee, rather than to the Reference and Counsel Committee.

#### ***Process for Initiation or Reconsideration of Social Statements***

The process for initiating the preparation of a social statement or commencing a revision or removal of a social statement adopted at a prior Churchwide Assembly shall be governed by the document, "Policy and Procedures for Addressing Social Concerns," which was adopted by the 1997 Churchwide Assembly (CA97.05.21) and revised by the Church Council in 2006 (CC06.11.51) and in 2011 (CC11.04.28).

## **PART FIFTEEN: AMENDMENTS TO GOVERNING DOCUMENTS**

### ***Constitutional Amendments***

This constitution may be amended only through either of the following procedures:

- a. The Church Council may propose an amendment, with an official notice to be sent to the synods at least six months prior to the next regular meeting of the Churchwide Assembly. The adoption of such an amendment shall require a two-thirds vote of the members of the next regular meeting of the Churchwide Assembly present and voting.
- b. An amendment may be proposed by 25 or more members of the Churchwide Assembly. The proposed amendment shall be referred to the Committee of Reference and Counsel for its recommendation, following which it shall come before the assembly. If such an amendment is approved by a two-thirds vote of members present and voting, such an amendment shall become effective only if adopted by a two-thirds vote of the members present and voting at the next regular Churchwide Assembly (ELCA 22.11.).

A constitutional amendment may be proposed only by a main motion.

A proposed constitutional amendment must be submitted electronically or on a paper form in writing to the secretary of this church or the secretary's deputy prior to the established deadline. (See PART EIGHTEEN: Deadlines *below*.)

### ***Bylaw Amendments***

Bylaws not in conflict with this constitution may be adopted or amended at any regular meeting of the Churchwide Assembly when presented in writing by the Church Council or by at least 15 members of the assembly. An amendment proposed by members of the assembly shall immediately be submitted to the Committee of Reference and Counsel for its recommendation. In no event shall an amendment be placed before the assembly for action sooner than the day following its presentation to the assembly. A two-thirds vote of the members present and voting shall be necessary for adoption (ELCA 22.21.).

A bylaw amendment may be proposed only by a main motion.

A proposed bylaw amendment must be submitted ~~electronically or on a paper form in writing~~ to the secretary of this church or the secretary's deputy prior to the established deadline. (See PART EIGHTEEN: Deadlines *below*.) The secretary first shall report to the assembly any bylaw amendments so submitted and the amendments then shall be referred to the Reference and Counsel Committee.

Any floor amendment that is to be offered to a bylaw amendment proposed by the Church Council must be submitted in accordance with the requirement for bylaw amendments that are proposed by voting members.

#### **Continuing Resolutions**

Continuing resolutions not in conflict with the constitution or bylaws of the Evangelical Lutheran Church in America may be adopted or amended by a majority vote of the Churchwide Assembly or by a two-thirds vote of the Church Council. Such continuing resolutions become effective immediately upon adoption. Matters related to the administrative functions of the churchwide organization shall be set forth in the continuing resolutions (ELCA 22.31.).

Should the conference or board in question disagree with the action of the Church Council in amending a continuing resolution, it may appeal the decision to the Churchwide Assembly. (See ELCA 15.31.03., 17.20.07., 17.40.04., and 17.50.07.)

A continuing resolution amendment may be proposed only by a main motion.

A proposed continuing resolution amendment must be submitted ~~electronically or on a paper form in writing~~ to the secretary of this church or the secretary's deputy prior to the established deadline. (See PART EIGHTEEN: Deadlines *below*.)

#### **Amendments to the Constitution for Synods**

The *Constitution for Synods* contains mandatory provisions that incorporate and record therein provisions of the constitution and bylaws of this church. Amendments to mandatory provisions incorporating constitutional provisions of this church shall be made in the same manner as prescribed in ELCA Chapter 22 for amendments to the constitution of this church. Amendments to mandatory provisions incorporating bylaw provisions of this church and amendments to non-mandatory provisions shall be made in the same manner as prescribed in ELCA Chapter 22 for amendments to the bylaws of this church. Non-mandatory provisions shall not be inconsistent with the constitution and bylaws of this church (ELCA 10.13.).

An amendment to the *Constitution for Synods* may be proposed only by a main motion.

A proposed amendment to the *Constitution for Synods* must be submitted ~~electronically or on a paper form in writing~~ to the secretary of this church or the secretary's deputy prior to the established deadline. (See PART EIGHTEEN: Deadlines *below*.)

#### **Amendments to the Model Constitution for Congregations**

A *Model Constitution for Congregations* shall be provided by this church. Amendments to the *Model Constitution for Congregations* shall be made in the same manner as prescribed in ELCA Chapter 22 for amendments of the bylaws of this church (ELCA 9.53.02.).

An amendment to the *Model Constitution for Congregations* may be proposed only by a main motion.

A proposed amendment to the *Model Constitution for Congregations* must be submitted ~~electronically or on a paper form in writing~~ to the secretary of this church or the secretary's deputy prior to the established deadline. (See PART EIGHTEEN: Deadlines *below*.)

#### **En Bloc Resolution for Amendments to Governing Documents**

Amendments to the constitutions, bylaws, and continuing resolutions as recommended by the Church Council in a ~~printed~~ report distributed to assembly members prior to, or at, the first business session of the assembly, may be approved by *en bloc*<sup>2</sup> resolutions when so proposed by the Church Council.

If a voting member desires the assembly to discuss a particular amendment that is included in the *en bloc* resolutions, she or he may request that the particular amendment be removed from the proposed *en bloc* resolutions, provided the member's request is supported by ten other voting members. Such request shall be made in accordance

<sup>2</sup>Adoption of several motions by a single assembly resolution; sometimes known as an omnibus bill or resolution.

with the following paragraph. The assembly then will consider and vote separately on the particular proposed amendment. After removals, the *en bloc* resolutions shall be voted upon without amendments or debate.

To call for such separate consideration, a voting member, with the support of ten other voting members, must submit ~~written~~ notification electronically or on a paper form to the secretary of this church or the secretary's deputy prior to the established deadline (see PART EIGHTEEN: Deadlines *below*) on the form titled Notice Related to Proposed Amendment to the Governing Documents. This form is provided in the *Pre-Assembly Report*, and paper forms are available from the secretary's deputy. ~~may be obtained from the secretary's deputy seated to the side of the speakers' platform.~~

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Notice shall be given by the secretary of this church to the assembly of which constitutional provisions or bylaw proposals have been removed from the *en bloc* resolutions by specific voting members.

#### ***Reconsideration or Rescission Prohibited***

After the adoption by the assembly of a constitutional or bylaw amendment, a motion for reconsideration or a motion to rescind or amend such action is not in order.

### **PART SIXTEEN: ELECTIONS OF OFFICERS**

#### ***Election Procedures***

Set forth hereafter are the procedures for the elections of the presiding bishop, the vice president, and the secretary, whether or not there will be an election at this assembly for any of these positions. Elections are required because of completion of the specified term for a position or when a vacancy otherwise occurs.

#### ***Background Checks and Screening***

Background checks and screening shall be required and completed for persons nominated as churchwide officers prior to their election, if possible, or as soon as practical after their election. The specific procedures and timing of background checks and screening shall be determined by the Church Council (ELCA 19.31.A09.).

The Protocol for Churchwide Officer Background Checks and Screening and the forms which the nominees need to complete, including a Biographical Information Form, a Disclosure Form, and a Background Check Disclosure and Release Information Form, are available.

#### ***Restrictions on Nominations for Officers***

The presiding bishop shall be an ordained minister of this church . . . (ELCA 13.21.).

The presiding bishop shall be elected by the Churchwide Assembly to a six-year term (ELCA 13.22.).

The presiding bishop shall be a full-time, salaried position (ELCA 13.22.02.).

The vice president shall be a layperson . . . (ELCA 13.31.).

The vice president shall be elected by the Churchwide Assembly to a six-year term and shall be a voting member of a congregation of this church (ELCA 13.32.).

The vice president shall serve without salary (ELCA 13.32.02.).

The secretary shall be elected by the Churchwide Assembly to a six-year term and shall be a voting member of a congregation of this church (ELCA 13.42.).

The secretary shall be a full-time, salaried position (ELCA 13.42.02.).

The secretary may be either an ordained minister or a lay person.

#### ***Ecclesiastical Ballot Defined***

An "ecclesiastical ballot" for the election of officers (other than treasurer) of the churchwide organization of the Evangelical Lutheran Church in America is an election process:

- a. in which on the first ballot the name of any eligible individual may be submitted for nomination by a voting member of the assembly;
- b. through which the possibility of election to office exists on any ballot by achievement of the required number of votes cast by voting members of the assembly applicable to a particular ballot;
- c. that precludes spoken floor nominations;
- d. in which the first ballot is the nominating ballot if no election occurs on the first ballot;
- e. in which the first ballot defines the total slates of nominees for possible election on a subsequent ballot, with no additional nominations;

- f. that does not preclude, after the reporting of the first ballot, the right of persons nominated to withdraw their names prior to the casting of the second ballot;
- g. in which any name appearing on the second ballot may not be subsequently withdrawn;
- h. that does not preclude an assembly's adoption of rules that permit, at a defined point in the election process and for a defined period of time, speeches to the assembly by nominees or their representatives and/or a question-and-answer forum in which the nominees or their representatives participate; and
- i. in which the number of names that appear on any ballot subsequent to the second ballot shall be determined in accordance with provisions of the governing documents (ELCA 19.61.A94.).

#### ***Election Procedures Utilizing the Ecclesiastical Ballot***

For each election by ecclesiastical or nominating ballot, the exact number of appropriate ballot sets equal to the number of voting members from each synod will be given to the bishop of that synod. The bishop of the synod, or his or her designee, will be responsible for distributing the ballot sets to each of the voting members from the synod (ELCA 19.61.H07.a.).

Unless otherwise ordered by the chair, one of the numbered ballots from the appropriate ballot set is to be used on each ballot for elections determined by ecclesiastical or nominating ballot. The chair will announce the number of the ballot from the appropriate ballot set that is to be used for each ballot. Failure to use the correct numbered ballot will result in an illegal ballot (ELCA 19.61.H07.b.).

On the first two ballots for each office being selected by ecclesiastical or nominating ballot, both the first and last names of a nominee should be used. Members should endeavor to use correct spelling and should provide, on the first ballot, any additional accurate information identifying the nominee, such as title, synod, or residence (ELCA 19.61.H07.c.).

On the third and subsequent ballots conducted by written ballot, only the last name of the nominee need be used, provided there is no other nominee with the same or similar name (ELCA 19.61.H07.d.).

A member may vote for only one nominee on each ballot (ELCA 19.61.H07.e.).

Ballots should not be marked prior to the time the chair advises the voting members to do so (ELCA 19.61.H98.f.).

Written ballots shall not be folded (ELCA 19.61.H07.g.).

Written ballots will be collected from the voting members in accordance with instructions from the Elections Committee or from the chair (ELCA 19.61.H07.h.).

When the results of the first ballot are presented, the chair will announce when and how persons nominated may withdraw their names prior to the casting of the second ballot (ELCA 19.61.H07.i.).

Whenever the number of names of nominees that will appear on a ballot is nine or less, on recommendation of the chair and with the consent of the assembly, voting may be by means of electronic device (ELCA 19.61.H07.j.).

When voting by electronic device, the first position on each ballot shall be given to the nominee who received the greatest number of votes on the immediately preceding ballot, with the remaining positions assigned to the other nominees in descending order of the number of votes received on the immediately preceding ballot. If two or more nominees were tied with the same vote on the immediately preceding ballot, their respective positions shall be determined by draw by the chair of the Elections Committee (ELCA 19.61.H07.k.).

On each ticket for which balloting is conducted by electronic device, the polls will remain open for a reasonable time, as determined by the chair, to permit voting members to record their votes (ELCA 19.61.H07.l.).

#### ***Election of the Presiding Bishop***

The presiding bishop shall be elected by the Churchwide Assembly by ecclesiastical ballot. Three-fourths of the votes cast shall be necessary for election on the first ballot. If no one is elected, the first ballot shall be considered the nominating ballot. Three-fourths of the votes cast on the second ballot shall be necessary for election. The third ballot shall be limited to the seven persons (plus ties) who received the greatest number of votes on the second ballot, and two-thirds of the votes cast shall be necessary for election. The fourth ballot shall be limited to the three persons (plus ties) who receive the greatest number of votes on the third ballot, and 60 percent of the votes cast shall be necessary for election. 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 (ELCA 19.31.01.a.).

If there is no election on the second ballot, the seven persons (plus ties) who received the greatest number of votes on the second ballot shall complete the Biographical Information Form, Disclosure Form, and Background Check

Disclosure and Release Information Form approved by the Executive Committee of the Church Council. Nominees shall receive instructions on how to complete these forms.

Prior to the third ballot for presiding bishop, biographical data will be distributed for the seven nominees (plus ties).

All nominees will be present for the following forums or be permitted to address the assembly telephonically.

Prior to the third ballot for presiding bishop, a forum shall be held in which the seven nominees (plus ties) are invited to respond to questions submitted. Voting members may submit questions [electronically or on a paper form to the secretary of this church or the secretary's deputy](#) until Tuesday, August 13, 2013, at 8:00 a.m. From the questions submitted, the Executive Committee of the Church Council, excluding the presiding bishop and nominees, shall select a sample of questions and determine the process to be followed in the forum. An individual nominee may choose to respond to those questions he or she wishes to address. Each of the nominees shall be asked questions in rotating order, and each response shall be no longer than 90 seconds. The forum shall be limited to 60 minutes.

Prior to the third ballot for presiding bishop, the seven nominees (plus ties) will be invited to address the assembly, with each speech limited to five minutes. If any such person is not present at the assembly and is unable to address the assembly telephonically, the bishop of the synod of such person's roster shall, in consultation with such person, if possible, designate an alternate to speak on behalf of such person.

Prior to the fourth ballot for presiding bishop, the three persons (plus ties) receiving the greatest number of votes on the third ballot will be invited to participate in a question-and-answer period moderated by an individual appointed by the Executive Committee of the Church Council.

#### ***Election of the Vice President***

The vice president shall be elected by the Churchwide Assembly by ecclesiastical ballot. The election shall proceed without oral nominations. If the first ballot for vice president does not result in an election, it shall be considered a nominating ballot. On the first ballot, three-fourths of the votes cast shall be required for election. Thereafter only such votes as are cast for persons who received votes on the first or nominating ballot shall be valid. On the second ballot, three-fourths of the votes cast shall be required for election. On the third ballot, the voting shall be limited to the seven persons (plus ties) receiving the greatest number of votes on the second ballot and two-thirds of the votes cast shall be necessary for election. On the fourth ballot, voting shall be limited to the three persons (plus ties) receiving the greatest number of votes on the previous ballot and 60 percent of the votes cast shall elect. On subsequent ballots, voting shall be limited to the two persons (plus ties) receiving the greatest number of votes on the previous ballot and a majority of votes cast shall elect (ELCA 19.31.01.b.).

If there is no election on the second ballot, the seven persons (plus ties) who received the greatest number of votes on the second ballot shall complete the Biographical Information Form, Disclosure Form, and Background Check Disclosure and Release Information Form approved by the Executive Committee of the Church Council. Nominees shall receive instructions on how to complete these forms.

All nominees will be present for the following forums or be permitted to address the assembly telephonically.

Prior to the third ballot for vice president, biographical data will be distributed for the seven nominees (plus ties).

Each of the seven nominees (plus ties) will be asked in rotating order to respond to three questions as determined by the Executive Committee of the Church Council, excluding the vice president and nominees. Each nominee's response to each question shall be limited to 90 seconds.

Prior to the fourth ballot for vice president, the three persons (plus ties) receiving the greatest number of votes on the third ballot will be invited to address the assembly, with each speech limited to five minutes. If any such person is not present at the assembly and is unable to address the assembly telephonically, the bishop of the synod of such person's congregation membership shall, in consultation with such person, if possible, designate an alternate to speak on behalf of such person.

### ***Election of the Secretary***

The secretary shall be elected by the Churchwide Assembly by ecclesiastical ballot. The election shall proceed without oral nominations. If the first ballot for secretary does not result in an election, it shall be considered a nominating ballot. On the first ballot, three-fourths of the votes cast shall be required for election. Thereafter only such votes as are cast for persons who received votes on the first or nominating ballot shall be valid. On the second ballot, three-fourths of the votes cast shall be required for election. On the third ballot, the voting shall be limited to the seven persons (plus ties) receiving the greatest number of votes on the second ballot and two-thirds of the votes cast shall be necessary for election. On the fourth ballot, voting shall be limited to the three persons (plus ties) receiving the greatest number of votes on the previous ballot and 60 percent of the votes cast shall elect. On subsequent ballots, voting shall be limited to the two persons (plus ties) receiving the greatest number of votes on the previous ballot and a majority of the votes cast shall elect (ELCA 19.31.01.c.).

If there is no election on the second ballot, the seven persons (plus ties) who received the greatest number of votes on the second ballot shall complete the Biographical Information Form, Disclosure Form, and Background Check Disclosure and Release Information Form approved by the Executive Committee of the Church Council. Nominees shall receive instructions on how to complete these forms.

All nominees will be present for the following forums or be permitted to address the assembly telephonically.

Prior to the third ballot for secretary, biographical data will be distributed for the seven nominees (plus ties). Each of the seven nominees (plus ties) will be asked in rotating order to respond to three questions as determined by the Executive Committee of the Church Council, excluding the secretary and nominees. Each nominee's response to each question shall be limited to 90 seconds.

Prior to the fourth ballot for secretary, the three persons (plus ties) receiving the greatest number of votes on the third ballot will be invited to address the assembly, with each speech limited to five minutes. If any such person is not present at the assembly and is unable to address the assembly telephonically, the bishop of the synod of such person's roster of ordained ministers, or such person's congregation membership, shall, in consultation with such person, if possible, designate an alternate to speak on behalf of such person.

### ***Majority Required for Election***

On the final ballot for the election of presiding bishop, vice president, and secretary of this church, when only two names appear on the ballot, a majority of the legal votes cast shall be necessary for election (ELCA 19.11.01.e.).

### ***Breaking Ties***

On the ballot for the election of the presiding bishop, vice president, and secretary, when only two names appear, the marked ballot of the treasurer shall be held by the chair of the Elections Committee and shall be counted only where necessary to break a tie that would otherwise exist (ELCA 19.61.198.a.).

## **PART SEVENTEEN: STATUS OF REPORTS**

### ***Assembly Reports***

At least 20 days prior to an assembly the secretary shall prepare and distribute to each congregation and to the voting members-elect a pre-assembly report. Distribution to congregations may be accomplished by posting the report on the Web site of this church (ELCA 12.31.03.).

### ***Reports of the Presiding Bishop and Secretary of This Church***

Following presentation, the presiding bishop's report and the secretary's report shall be referred to the Reference and Counsel Committee.

### ***Status of Reports***

All reports published in the *Pre-Assembly Report* shall be treated as having been received by the assembly without formal vote.

**Distribution of Materials**

Materials may be distributed on the floor of the assembly only with the written consent of the secretary of this church. In cases where the secretary does not consent, appeal may be made to the Reference and Counsel Committee. That committee's decision shall be final.

**PART EIGHTEEN: DEADLINES**

**Monday, August 12, 2013**

**9:30 p.m.** Separate consideration (removal from *en bloc*) of responses to synodical memorials

Substitute responses to synodical memorials

**Tuesday, August 13, 2013**

**8:00 a.m.** Proposed questions for the question-and-answer ~~forum session~~ with nominees for presiding bishop

**11:00 a.m.** Separate consideration (removal from *en bloc*) of election amendments to constitutions, bylaws, and continuing resolutions.

Proposed changes to the election amendments to constitutions, bylaws, and continuing resolutions.

Nominations from the floor

Withdrawal from ballot for presiding bishop

**Wednesday, August 14, 2013**

**1:00 p.m.** Non-germane resolutions

**2:30 p.m.** First common ballot

Amendments to the social statement on criminal justice

Amendments to the social statement's implementing resolutions

**6:00 p.m.** Amendments to 2014–2016 budget proposal

Amendments to the social statement on criminal justice

Amendments to the social statement's implementing resolutions

Separate consideration (removal from *en bloc*) of general amendments to constitutions, bylaws, and continuing resolutions

Proposed changes to the general amendments to the constitutions, bylaws, and continuing resolutions

**Thursday, August 15, 2013**

**11:00 a.m.** Withdrawal from ballot for secretary

**1:00 p.m.** Second common ballot

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#### **PART NINETEEN: HEARINGS**

Certain proposals that are scheduled for assembly action or information are the subject of hearings. Voting members, advisory members, other members, resource members, official visitors, and other categories approved by the Churchwide Assembly may attend with voice. Others may attend only if space permits and shall not have voice. Hearings have no legislative authority.

The chair of the hearing shall endeavor to maintain decorum and order and may call upon the assistance of sergeants-at-arms. Insofar as is possible during discussion, a speaker on one side of the question shall be followed by a speaker on the other side.

#### **PART TWENTY: ELECTRONIC DEVICES**

Use of computers and other electronic devices, such as cellphones (in texting mode only), smart phones, tablets, and other wireless electronic communication devices is allowed in the plenary hall during assembly sessions, provided that such devices are in a silent mode and do not disturb voting members. Speaking on any device is prohibited in the plenary hall during assembly sessions. Members and others are expected to be courteous and respectful and are encouraged to leave the hall if they intend to engage in communication activities that may disturb others or are not related to the work of the assembly. Use of computers and other electronic devices is precluded during worship.

Members and others using ELCA-issued electronic equipment shall ensure that such equipment is used for assembly purposes only and in a manner that is consistent with good stewardship and the mission and ministry of this church. Use of such equipment and related technology is contingent upon agreement to the terms and conditions of the use agreement.

#### **PART TWENTY-ONE: OTHER MATTERS**

##### ***College Corporation Meetings***

The voting members of the Churchwide Assembly also constitute the voting members of certain college corporations that hold meetings as part of the agenda of the assembly. The assembly will recess to conduct the corporation meeting(s) and reconvene at the conclusion of the corporation meeting(s), or at the beginning of the next scheduled session of the assembly. Quorum requirements for college corporation meetings are specified in the governing documents of each college. The quorum requirement for the Churchwide Assembly does not apply to college corporation meetings.

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**CHURCHWIDE ASSEMBLY ASSIGNMENTS**  
**ELCA Church Council Members**  
**2013 Churchwide Assembly**  
**Pittsburgh, Pennsylvania**

***Memorials Committee***

Susan McArver co-chair  
Stephen Herr, co-chair  
Mark Johnson  
Laurie Skow-Anderson

***Committee for Reference and Counsel***

Bill Horne, co-chair  
Louise Hemstead, co-chair  
Paul Archer  
Vicki Garber

***Ad-hoc Committee: Social Statement on Criminal Justice***

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 to bring a report and recommendations to the assembly regarding implementation of the amendments.

**CC Program and Services Committee**

Yvonne Marshall  
Jack Munday, chair  
Pamela Pritt

**Conference of Bishops**

Julian Gordy

**Theological Discernment Staff**

Marcus Kunz  
Roger Willer

**Social Statement Task Force**

Cynthia Osborne

***Hearings***

Hearings will be held on Tuesday, August 13. There are two sessions. It is the responsibility of the chair to introduce the staff and any resource persons present and to facilitate the discussion. In all instances, there will be one or more resource persons who are responsible for answers. Please start the hearing promptly so that the hour can be used efficiently. Since the hearings are not legislative, no action will be forthcoming. It is wise to establish guidelines for discussion, including a two-minute time limit on

speeches. 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.

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. Handwritten notes are fine.

***Session I: Tuesday, August 13 (5:00 – 6:00 p.m.)***

**25th Anniversary Campaign**

Chair: Louise Hemstead  
Recorder: Vicki Garber  
Resource people: Christina Jackson-Skelton

**Budget**

Chair: John Emery  
Recorder: Gary Gabrielson  
Resource People: Linda Norman, Wyvetta Bullock, Gary Brugh

**Social Statement on Criminal Justice**

Chair: Jack Munday  
Recorder: Nick Barber  
Resource People: Marcus Kunz, Roger Willer and David Frederickson

**World Hunger**

Chair: Phil Wold  
Recorder: Mark Myers  
Resource People: Daniel Rift

**Healthcare Reform – Portico**

Chair: Mark Johnson  
Recorder: John Pederson  
Resource People: Jeff Thiemann

***Session II: Tuesday, August 13 (7:00 – 8:00 p.m.)***

**25th Anniversary Campaign**

Chair: Louise Hemstead  
Recorder: Vicki Garber  
Resource people: Christina Jackson-Skelton

**Healthcare Reform – Portico**

Chair: Mark Johnson  
Recorder: John Pederson  
Resource People: Jeff Thiemann

**Social Concerns Review**

Chair: Becky Brakke  
Recorder: Yvonne Marshall  
Resource People: Marcus Kunz and Kit Kleinhans

**LIFT: Congregational Mission Planning**

Chair: Deb Chenoweth  
Recorder: Stephen Herr  
Resource People: Wyvetta Bullock, Bill Horne, Karl Reko and Amy Walter Peterson

**Women and Justice social statement listening event**

Chair: Pamela Pritt  
Recorder: Robert Moore  
Resource People: Roger Willer, Mary Streufert

**ELCA Malaria Campaign**

Chair: Elizabeth Ekdale  
Recorder: Raymond Miller  
Resource People: Jessica Nipp Hacker, Elizabeth Eaton and Dan Rift

**Communal Discernment**

Chair: Susan Langhauser  
Recorder: Joyce Graue  
Resource People: TBD

***Officers' Elections: Hosts***

Church Council members are assigned to accompany nominees for presiding bishop and secretary. Their role is to:

- Be aware of and provide information about process, scheduling, and details related to the election of the presiding bishop.
- Be available to answer questions, run errands, seek information, and accompany the nominee, as desired.
- Express gratitude on behalf of the Church Council to nominees who do not continue on succeeding ballots.
- Letty Villalon will conduct an orientation session with the officers' elections hosts on Monday, August 12.

***Presiding Bishop***

Nominee 1*	Christine Connell
Nominee 2	Susan McArver
Nominee 3	Rachel Connelly
Nominee 4	Laurie Skow-Anderson
Nominee 5	Marjorie Ellis
Nominee 6	Paul Archer



EVANGELICAL LUTHERAN CHURCH IN AMERICA  
CHURCH COUNCIL

July 11, 2013

*Revised July 10, 2013*

Exhibit E

Page 4

Nominee 7	Bill Horne
Nominee 8	Joyce Graue (possible alternate)
Nominee 9	Gary Gabrielson (possible alternate)

*Secretary*

Nominee 1*	Kathryn Tiede
Nominee 2	Karin Graddy
Nominee 3	Raymond Miller
Nominee 4	Mark Myers
Nominee 5	John Pederson
Nominee 6	Marit Bakken
Nominee 7	Becky Brakke
Nominee 8	Feronika Raming (possible alternate)
Nominee 9	Nick Barber (possible alternate)

\* Based on vote totals for the second ballot

***Presiding Bishop Officer Election Process***

Two chaplains, Pr. Bill Diehm and Pr. Sandy Kessinger, will be present to pray and be of pastoral support for the nominees as we go through the election process. According to Part 16, people will submit questions for the question and answer forums for the election of the presiding bishop. By Tuesday, August 13, the Executive Committee will select questions from those received.

The nominees schedule is as follows:

- Biographical information and disclosure forms need to be collected and received by the seven nominees on Tuesday, August 13 by 8 p.m. Our preference is to receive the biographical information form electronically. Other forms will need to be received as a hard copy because of the confidentiality and the necessity of a wet signature on the form. All forms should be delivered to Letty Villalon, ELCA Director, Human Resources and Staffing, [letty.villalon@elca.org](mailto:letty.villalon@elca.org). She will be present at CWA.
- A rehearsal for the nominees will likely be scheduled for Wednesday morning, August 14.
- Nominees Forum for Presiding Bishop (Plenary Session Four, Wednesday morning, August 14) will be identical to the process used in 2001. It occurs prior to the third ballot.
- Speeches will be given immediately following the first Q&A.
- The second question and answer forum with Nominees for Presiding Bishop (Plenary Session Five, Wednesday afternoon, August 14) will also be moderated by Vice President Peña. The questions will be randomly selected by the Executive Committee and may be chosen from the questions previously submitted by the voting members. They may be revised to reflect current issues or concerns.

***Secretary Officer Election Process***

Pr. Bill Diehm and Pr. Sandy Kessinger will also be present to pray and be of pastoral support for the secretary nominees.

Currently, the nominees schedule is as follows:

- Biographical information and disclosure forms need to be collected and received by the seven nominees on Thursday, August 15 by 8 p.m. Our preference is to receive the biographical information form electronically. Other forms will need to be received as a hard copy because of the

*Revised July 10, 2013*

confidentiality and the necessity of a wet signature on the form. All forms should be delivered to Letty Villalon, ELCA Director, Human Resources and Staffing, [letty.villalon@elca.org](mailto:letty.villalon@elca.org). She will be present at CWA.

- Question and Answer Forum for Secretary Nominees (Plenary Session Nine, Friday morning, August 16) will be moderated by a person to be named by Vice President Peña. The questions will be based upon the 2007 questions for secretary, but will be revised by the Executive Committee to reflect the responsibilities of the Office of the Secretary. They may also be revised to reflect current issues or concerns.
- Speeches by the top 3 nominees (including ties) will be held Plenary Session Eight, Friday afternoon, August 16.

***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 during the pre-assembly Church Council meeting. If you have questions, please contact Scott Weidler ( 773-380-2554).

**Monday, August 12 Plenary 1 (5:40 p.m.)**

Hymn and Prayer Rebecca Jo Brakke

**Tuesday, August 13 Plenary 2 (8:00 a.m.)**

Morning Prayer

Rachel Connelly

Plenary 2 (10:25 a.m.) Closing Prayer

Rachel Connelly

Plenary 3 (4:25 p.m.) Hymn and Prayer

Raymond Miller

**Wednesday, August 14 Plenary 4 (8:00 a.m.)**

Morning Prayer

Susan Langhauser

Plenary 4 (10:25 a.m.) Closing Prayer

Susan Langhauser

Plenary 5 (5:55 p.m.) Hymn and Prayer

Mark Johnson

**Thursday, August 15 Plenary 6 (8:00 a.m.)**

Morning Prayer

Phil Wold

Plenary 6 (10:25 a.m.) Closing Prayer

Phil Wold

Plenary 7 (5:55 p.m.) Hymn and Prayer

Becky Brakke

**Friday, August 16 Plenary 8 (8:00 a.m.)**

Morning Prayer  
Jack Munday  
Plenary 8 (10:25 a.m.) Closing Prayer  
Jack Munday  
Plenary 9 (5:55 p.m.) Hymn and Prayer  
John Emery

**Saturday, August 13 Plenary 10 (8:30 a.m.)**

Morning Prayer  
Deb Chenoweth  
Plenary 10 (10:25 a.m.) Closing Prayer  
Mark Myers

***Prayer Team***

The Churchwide Assembly “prayer team” is prepared to pray periodically throughout the assembly, particularly before major votes. The team will include synod bishops, synod vice presidents, and members of the Church Council. The Prayer Team consists of the following people:

Church Council

Paul Archer  
Rebecca Jo Brakke  
Rachel Connelly  
John Emery  
Vicki Garber  
Raymond Miller  
Robert Moore  
John Munday  
Philip Wold

Conference of Bishops

Elizabeth Eaton  
Marie Jerge  
Ralph Jones  
Felipe Lozada-Montañez

Synod Vice Presidents

Albert Asfour  
Melba Bangert

**Evangelical Lutheran Church in America**

God's work. Our hands.

July 10, 2013

Dear ELCA Church Council and Conference of Bishops,

I am pleased to update you on the progress toward the possible establishment of a credit union to serve members of the ELCA.

Over the past several years, the ELCA and the Mission Investment Fund have been considering the establishment of an ELCA-sponsored credit union for two purposes: to provide additional financial services to members and organizations of the ELCA and to assist the Mission Investment Fund by providing more efficient banking services for its customers.

During the strategic planning process and discussions with its constituents, MIF and its Board of Trustees included the creation of an ELCA-sponsored credit union as a strategic priority.

In November 2012, a formal request was made to the National Credit Union Administration (NCUA) to determine if ELCA members and all of the ELCA expressions would be an acceptable "field of membership" for a new credit union. In early June, we received approval for our requested field of membership to include the ELCA, synods, congregations, all ELCA members and ELCA employees. At this time, seminaries, schools, colleges and social ministry organizations were not accepted for membership. In the future, there could be a request to expand membership for these groups.

A credit union is a regulated, not-for-profit financial institution owned by its members. While the ELCA would be the sponsor, the ELCA would neither own nor control the credit union. The credit union board of directors would be elected by the membership of the credit union. The ELCA sponsorship responsibilities would be to designate the credit union as a preferred credit union for ELCA members and ministries and to encourage participation by our members. Such "sponsorship" is a common credit union arrangement with an institution or corporation that wants to provide its members and employees with the benefits of a close relationship with the credit union.

A feasibility survey was conducted to determine ELCA members' interest in a credit union, and the results were quite positive: 74 percent of the respondents were interested in receiving news about an ELCA-sponsored credit union; 57 percent of the respondents indicated that they are likely to open an account; two-thirds of respondents are not currently a member of a credit union; and there is a strong comfort with an electronic technology-based business model for the credit union. Respondents also expressed interest in all types of deposit accounts as well as loans, particularly auto loans. With these positive survey results, I believe an ELCA-sponsored credit union will be well received and used by our membership.

A formal application for a credit union charter can now be submitted. If the charter request is approved, there could be a fully operational credit union in early 2014.

The ELCA is committed to the successful sponsorship of the new credit union. I hope you share our interest and excitement in creating a new credit union to benefit ELCA members and ministries. I invite your input, with gratitude for your continued leadership.

Blessings,

The Rev. Mark S. Hanson, Presiding Bishop