

CONSTITUTION & BYLAWS
of
VISTA GRANDE COMMUNITY CHURCH
UNITED CHURCH OF CHRIST

Colorado Springs, CO

ARTICLE I - NAME AND AFFILIATIONS

I The name of this Church shall be Vista Grande Community Church, United Church of Christ, located in El Paso county, State of Colorado, hereinafter referred to as *VGUCC*. *VGUCC* shall maintain affiliation with the United Church of Christ, the Rocky Mountain Conference (Conference), and the Southeastern Association, Rocky Mountain Conference (Association), and other organizations as shall be determined by the Covenantal Partners.

ARTICLE II - VISION AND PURPOSE

II 1. *VGUCC* is a caring church for thinking people, an inclusive community of faith, united in our common quest to know God, inspired by the Spirit of Jesus, and committed to sharing that love in ways that make a difference in the world.

II 2. *VGUCC* is an open and affirming (ONA) church. We shall strive to be a congregation that includes all persons, embracing differences of sexual orientation, gender and its expression, marital status, family makeup, age, mental and physical health and ability, racial and cultural identity or background, education and socioeconomic status. We welcome all to share in the life, leadership, ministry, fellowship, worship, sacraments, responsibilities, and joys of our congregation's life in Christ. We welcome all people, regardless of who they are or where they are on life's journey.

ARTICLE III - FAITH AND COVENANT

III 1. As we are gathered as a Christian church, following the ways and example of the life of Jesus, we endeavor in all things to seek justice, show mercy, work for peace and give respect to all of God's creation and all of God's people. We believe that wherever you are on life's journey, you are welcome at Vista Grande. Therefore we invite all who share these values to be in communion with *VGUCC*.

III 2. "This beautiful mess of UCC Polity is held together and made possible by covenantal relationship. Within the United Church of Christ, the various expressions of the church (such as Conference, Associations, individual churches, other groups, and individuals within the denomination) relate to each other in a covenantal manner. Each expression of the church has

responsibilities and rights in relation to the others, to the end that the whole church will seek God's will and be faithful to God's mission. Decisions are made in consultation and collaboration among the various parts of the structure. As members of the Body of Christ, each expression of the church is called to honor and respect the work and ministry of each other part. Each expression of the church listens, hears, and carefully considers the advice, counsel, and requests of others. In this covenant, the various expressions of the United Church of Christ seek to walk together in all God's ways.¹ " VGUCC upholds this concept of covenantal relationships within the structure of the local church in that each person, seeking to be in relationship with the church, represents an expression, a faith journey, which is to be heard, honored, and respected. This relationship is foundational to each person as a Covenantal Partner of VGUCC, as a member of the Southeastern Association of the United Church of Christ, as a member of the Rocky Mountain Conference of the denomination, and of the church universal.

III 3. This covenantal relationship is established in the covenant each person makes with the congregation of VGUCC during a worship service wherein the individual covenants with the congregation, and the congregation covenants with the individual. Covenantal relationships recognize that each new person who joins this congregation elicits a transformational experience for the individual and the congregation alike. VGUCC recognizes that we are all changed each time new energy is infused into our community. We remain a fluid congregation, inviting the spirit to inspire each of those who participate in our community in ways to which they feel called, hereby challenging us to remain open to the radical possibilities that await us after every transition. While the ritual and words may vary, the underlying covenant is one of respect, upholding each other on our faith journey, respecting differences, embracing common values, and living out the call of Micah 6:8 – "God has shown you, O human, what is good; and what does the Lord require of you but to do justice, and love mercy, and to walk humbly with your God".

ARTICLE IV - POLITY

IV 1. This Church shall be a part of the United Church of Christ and it shall sustain that relationship to the United Church of Christ described in the portions of the Constitution and Bylaws of the United Church of Christ, adopted July 4, 1961 and as subsequently amended, relating to local churches.

IV 2. The government of VGUCC is vested in its Covenantal Partners, who, working together as one body, exercise the right of control in all its affairs, subject to the Laws of the State of Colorado relating to nonprofit corporations. Major policy, planning, and budgetary matters must be approved by Covenantal Partners. All Covenantal Partners shall have the right to vote in congregational meetings. A quorum to conduct official business shall be thirty percent (30%) of Covenantal Partners who are active. By 'active', a Covenantal Partner must have attended worship, and/or participated in the ministry of VGUCC, and/or contribute financially in the last twelve months. A majority of Covenantal Partners present shall be required to pass an item of business unless otherwise noted in these Bylaws. Use of technology to include all Covenantal Partners may be utilized for congregational meetings as determined by Executive Council.

¹ Sources: UCC Constitution, Article 3; ordination paper of Logan Bennett (used by permission).

By 'technology' is meant any technology as is currently available, such as "Go To Meeting", "Skype" or other technologies as will be developed, to enable those Covenantal Partners at a distance to participate in the congregational meetings in real time. VGUCC does not recognize proxy votes.

IV 3. The Constitution and Bylaws of VGUCC may be changed by a two-thirds majority of the Covenantal Partners of the congregation at a duly called meeting.

IV 4. The following meetings of the Congregation shall be held with a mailed and/or emailed two week written notice:

- A. An annual meeting shall be held in January of each year to hold elections for officers and other positions, acceptance of annual budget, as well as to hear the yearly reports of all officers of the Executive Council, ministries, Ministry Teams, and other organizations. Other business may be introduced.
- B. Special meetings of the Congregation may be held at the call of the Pastor, the Moderator, or the Executive Council, or by a petition of at least 10% of the Covenantal Partners in good standing of VGUCC as certified by the Clerk of VGUCC and presented to the Executive Council. Only agenda items listed in the "Call to Meeting" shall be acted on in these meetings.

IV 5. The Executive Council shall manage the affairs of VGUCC between Congregational Meetings. It shall explore and offer ways to act out VGUCC's vision and/or goals, and keep the congregation informed of its actions as well as opportunities for ministry.

ARTICLE V – PARTNERSHIP/AFFILIATION

V 1. VGUCC recognizes one category of Partnership, and others who wish to affiliate with the Church:

- A. Persons who wish to be active, voting Covenantal Partners shall be received in a worship service of VGUCC upon the affirmation that they share the values expressed in our Faith and Covenant (Article III). To the best of their ability, Covenantal Partners are expected to attend the services of the Church, to give to its financial support, to share in its ministry, and to seek the spiritual and general wellbeing of others in the congregation, those in the community, and all persons.
- B. An Affiliate participant is a person who wishes to associate with VGUCC without becoming a Covenantal Partner. Affiliates have voice but not voting privileges in Congregational meetings and the life of the Church.
- C. Inactive Covenantal Partners have neither participated in the ministry of VGUCC, nor attended worship, nor contributed to VGUCC's financial support during the previous 12 months. After 12 months on the inactive list, inactive Covenantal Partners will be dropped from partnership in VGUCC, being notified by mail at the last known address provided to the Church.
- D. Any Covenantal Partner who has been placed on the inactive list or any former Covenantal Partner whose partnership with VGUCC has been terminated, may be

restored to active Covenantal Partnership upon expressing such a desire and participating once again in the life of the Church.

- E. Any Covenantal Partner in good standing who desires a letter of transfer to another church is entitled to receive it upon request. Only letters of transfer addressed to a specific church will be granted. Letters of transfer become effective when issued. The Elected Church Clerk shall administer the transfer program
 - F. Covenantal Partners who are not in good standing are those who have shown, by word or deed, an inability or desire to honor others, to show respect to others, and who, upon counsel by the Pastor, have stated an inability to support the values and vision of VGUCC. Covenantal Partners who are not in good standing will not receive a letter of transfer from VGUCC, and cannot hold office in VGUCC.
- V 2. VGUCC recognizes one category of Partnership:
- A. A Covenantal Partner is one who has joined VGUCC as described in bylaws section V.4. Becoming a Covenantal Partner does not preclude membership in another church, but a desire to be active, engaged, and supportive of the vision, goals, and values of VGUCC. By affirming the desire to be in communion with this community, a Covenantal Partner recognizes shared values of working for peace, justice, offering mercy and forgiveness to others, respecting and honoring all people as God's beloved. Covenantal Partners shall be received in a public service of VGUCC upon the affirmation that they share the values expressed in our vision statement.
- V 3. Rights and responsibilities of Covenantal Partnering
- A. All Covenantal Partners who are in good standing have voice and vote at all called meetings of the congregation. Executive Council meetings are open to all Covenantal Partners of the congregation.
 - B. VGUCC takes seriously the call to equip all Covenantal Partners, Affiliates and friends to service in ministry to the larger community, to promote peace and justice, and to this end will provide support and education in these areas.
- V 4. Covenantal Partners are received in the following ways:
- A. By a litany of covenanting with the congregation in a worship service that is developed with the Pastor and the individual.
 - B. Letter of transfer from another church and making a covenantal statement in a worship service.
 - C. Confirmation and making a covenantal statement in a worship service.
 - D. Adult Baptism taking place in a worship service.
 - E. In the event of disability or illness, a service of worship may be convened at a place and time convenient to the person becoming a Covenantal Partner of the Church, with the Pastor and representatives of the Church.

ARTICLE VI - EXECUTIVE COUNCIL/OFFICERS

VI 1. The Executive Council consists of the Officers of VGUCC: Moderator of the Executive Council, Assistant Moderator, Clerk, Treasurer, and Financial Secretary. Additionally a minimum of

two Members at Large shall serve on the Executive Council.

VI 2. All members of the Executive Council shall be Covenantal Partners in good standing.

VI 3. Members of the Executive Council shall be elected annually by Covenantal Partners who are in good standing, at the January meeting of VGUCC for staggered two-year terms. No officer shall serve more than two consecutive terms in any elected position without a year off.

VI 4. Duties of Officers

- A. The Moderator shall be the principal executive officer of VGUCC, and will supervise and conduct the activities and operations of VGUCC, subject to the actions of the Executive Council.
- B. The Assistant Moderator shall perform the duties of Moderator when the Moderator is absent. The Assistant Moderator shall also perform additional tasks as designated by the Executive Council.
- C. The Clerk shall keep a record of all meetings of the Executive Council and all Congregational Meetings. The Clerk shall also administer the transfer of membership records as needed and maintain VGUCC's membership rolls. Additional duties may be designated by the Executive Council.
- D. The Treasurer shall have custody of all funds of VGUCC, shall pay all bills in a timely manner, and shall see that full and accurate accounts are kept. Regular monthly reports shall be presented to the Executive Council. Disbursement records are open for examination by any Covenantal Partner of VGUCC who is in good standing. An annual financial report shall be presented to the membership at each Annual Meeting.
- E. The Financial Secretary shall receive all monies given to VGUCC. Full, accurate and confidential records of receipts of VGUCC shall be kept; deposits shall be made in the name of VGUCC in banks or depositories designated by the Executive Council. In the case of periodic absences of the Financial Secretary, another Covenantal Partner will be appointed by the Executive Council to make deposits.

VI 5. Members at Large shall act as the liaison from the congregation to the Executive Council. Members at Large are not officers of the Executive Council. There are no term limits for Members at Large. Their position requires neutrality as a representative position between Executive Council and the entire congregation. Members at Large have voice and vote on Executive Council.

VI 6. Duties of the Executive Council: The Executive Council shall manage the affairs of VGUCC, explore and offer ways to act out VGUCC's vision and goals and keep the congregation informed of its actions and opportunities for service. This may be accomplished through Ministry Teams. The Pastor shall be an Ex Officio member of the Executive Council who has voice.

VI 7. Appointments: The Executive Council will appoint Covenantal Partners who are in good standing to fill necessary positions, such as, but not limited to, delegates to the Southeastern Association, Rocky Mountain Conference Annual celebration, and financial review persons.

VI 8. Resignations and Vacancies: Resignations from the Executive Council shall be given in

writing to the Moderator (or Assistant Moderator) indicating the effective date off the resignation. Elected officers, absent for three (3) consecutive meetings, shall be considered a declared resignation. The Executive Council shall be responsible for appointing a Covenantal Partner in good standing to fill the vacancy for the period for the unexpired term of any resignation or vacancy.

VI 9. Meetings: Immediately following the Annual Meeting in January, the Executive Council will set a time and place for its regular monthly meetings. All meetings, with the exception of Executive Sessions, are open to all congregants, who have voice but not vote.

VI 10. Quorum: A simple majority of the Executive Council shall constitute a quorum.

ARTICLE VII - MINISTRY TEAMS AND AUXILIARY ORGANIZATIONS

VII 1. Ministry Teams: The Executive Council or the Pastor may form Ministry Teams. The Teams shall be given a specific purpose.

VII 2. Ministry Team participant: Any congregant, to include Covenantal Partners, friends, Affiliates, is welcome to be a participant of any Ministry Team. Ministry Teams shall appoint a chairperson(s), hold meetings at least once a month, and shall keep the Executive Council abreast of their work by monthly reports. All Ministry Teams and organizations shall submit reports for inclusion in the Annual Report.

VII 3. The following Ministry Teams of VGUCC are considered essential to the life of VGUCC. Ministry Teams may function for short or long terms, and other teams may be added as needed:

- A. Faith Formation – Planning and facilitating retreats, adult study, youth ministry, children, multigenerational activities
- B. Worship and the Arts – Planning and facilitating children and adults involvement in being an usher, greeter, communion server, and/or lay leader. Planning music, planning and facilitating art projects throughout the Church
- C. Facilities – Stewardship of the building, grounds and parking lot
- D. Mission – Coordination of participation and fund allocation for missions, to include, but not limited to, our United Church of Christ five denominational missions of One Great Hour of Sharing, Strengthen the Church, Neighbors in Need, the Christmas Fund, Our Church's Wider Mission, and other mission outreach recommended by this Team and approved by the Executive Council

VII 4. Auxiliary fellowship organizations are an integral part of VGUCC. Examples include Women's Fellowship, Men's Fellowship, Youth Groups, etc. Representatives of these groups are welcome to attend Executive Council meetings with special requests or suggestions. Space on the agenda should be requested from the Moderator

ARTICLE VIII —MINISTER

VIII 1. Election: The Minister shall be called for an unlimited term of office by a two-thirds

majority of the Covenantal Partners who are in good standing, in attendance at a Special meeting of the congregation. Upon accepting the call, the Minister shall become a Covenantal Partner of VGUCC, and also a member of the Conference and Association to which VGUCC belongs.

VIII 2. Duties: The Minister is called to preach, to teach, to administer the sacraments and rites of VGUCC, to represent VGUCC to the community, to provide pastoral care to the VGUCC community and to serve as an Ex Officio advisor to all administrative activities of VGUCC. As such, the Minister has voice in administrative activities.

VIII 3. Resignation: The Minister shall give ninety (90) days' notice of resignation if the Minister wishes to leave of her/his own volition. While the term of the Minister shall be indefinite, VGUCC Covenantal Partners may, by two-thirds vote at a Special Meeting called for that purpose, request the Minister's resignation to be presented within six weeks.

VIII 4. Settled or Designated Minister: When a ministerial vacancy occurs, the Executive Council, in consultation with the Conference and using denominational guidelines, shall determine how best to proceed to meet the needs of VGUCC. The choices would be a designated pastor and/or an interim pastor and/or a settled pastor and/or pulpit supply. These positions shall follow denominational guidelines. Then the Executive Council shall appoint a special Transition Team of at least five Covenantal Partners who are in good standing for the purpose of securing a new Minister, in cooperation with the Conference Minister and VGUCC and the Ministry Committee of the Association. The Transition Team will regularly report their progress to the Executive Council. Once the Transition Team has chosen a person who, in their judgment, should fill the ministerial vacancy, the Transition Team shall introduce the candidate to VGUCC at a duly called meeting to propose the candidate's election. When the Minister has been elected and once a Call has been offered and accepted, the Executive Council will work with the Minister to organize a Service of Installation in accordance with the established procedures and traditions of the denomination.

ARTICLE IX – FINANCIAL AFFAIRS

IX 1. Fiscal Year - The Fiscal Year of the Church shall be January 1 - December 31 of each year.

IX 2. Real Property - No real property shall be bought, sold, mortgaged, or transferred in the name of or on behalf of the Church unless authorized by a two-thirds (2/3) vote of the Covenantal Partners in good standing at a duly called meeting.

IX 3. Loans - No loans or credit accounts shall be contracted on behalf of the Church and no evidence of indebtedness shall be issued in the Church's name unless authorized by a two-thirds vote (2/3) of the Covenantal Partners in good standing at a duly called meeting.

IX 4. Checks - All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness shall, in the name of the Church, be signed by the Moderator, Assistant Moderator, or the Treasurer. These officers, along with the Financial Secretary, shall be bonded unless the Executive Council determines that the Church's General Insurance Policy provides adequate protection against employee and volunteer theft. Checks over \$5,000 must carry two signatures and no check shall be written to oneself.

IX 5. Deposits - All funds of the Church shall be deposited to the Church accounts in such banks, trust companies, or other depositories as the Executive Council may select.

IX 6. Gifts – The Executive Council may receive gifts on behalf of the congregation. Memorial gifts will be used after consultation with the decedent’s survivors, if possible.

IX 7. Yearly Financial Review - A yearly financial review shall be completed.

IX 8. Indemnification of Church Officers and Agents:

- A. VGUCC shall indemnify any Executive Council member, committee member, ministry team member, officer, employee or agent, either current or former, against any and all liability or expenses incurred in connection with any proceeding arising out of their role on behalf of the Church to the fullest extent permitted by law. Expenses are intended to be broadly interpreted to include attorney’s fees, costs and any other reasonable and necessarily incurred expenses.
- B. VGUCC shall maintain liability insurance for the benefit of any corporate official, agent, or employee against any liability asserted against or incurred by a corporate official, agent, or employee.
- C. It is the intention of this section to provide the maximum protection available under Colorado law. This coverage shall extend to any and all acts or omissions other than willful misconduct. VGUCC may advance expenses or undertake the defense of any individual covered in this section provided, however, that the individual shall reimburse the Church for these expenses if it should ultimately be determined that the individual is not entitled to indemnification based on willful misconduct.

ARTICLE X – REVERSIONARY CLAUSE

X 1. Upon dissolution of the Church, by a two-thirds vote of Covenantal Partners in good standing who are present at a meeting called for this purpose, its assets and property and interests of which shall then be possessed, including any device, bequest, gift or grant contained in any will or other instrument, in trust or otherwise, made before or after dissolution, shall be transferred to the Rocky Mountain Conference, United Church of Christ, or its successor as appropriate, to be used for the purpose of church renewal or new church development.

X 2. Article X 1 shall not be changed without the written approval of the Board of Directors of the Rocky Mountain Conference, United Church of Christ, or its successor as appropriate.

X 3. VGUCC shall not withdraw from the United Church of Christ without the written approval of the Board of Directors of the Rocky Mountain Conference, United Church of Christ, or its successor as appropriate.

ARTICLE XI - AMENDMENTS

XI 1. The Constitution and Bylaws of the Church may be amended by a two-thirds (2/3) vote of the Covenantal Partners in good standing who are present, at the Annual or Special Meeting. Any

proposed amendment(s) shall be published 2 weeks prior to the meeting.

ARTICLE XII – RULES OF ORDER

XII 1. Except as otherwise modified by the Bylaws, Robert's 'Rules of Order', General Henry M. Robert, Latest Edition, shall be used to conduct all meetings of the Executive Council and Congregation.

ARTICLE XIII – SAVINGS CLAUSE

XIII 1. VGUCC is organized under and subject to the law of Colorado. Should any portion of this Constitution and Bylaws be found to be unconstitutional or otherwise invalid, such invalidity shall not affect the remaining, valid portions. Further, in case of conflict between these Bylaws and State law, these Bylaws shall be considered amended to conform to State law.