#### THE UNITED CHURCH OF CANADA

## MEETING OF THE SUB-EXECUTIVE OF THE GENERAL COUNCIL MINUTES

Monday, June 2, 2011 (Teleconference Call)

The Sub-Executive of the General Council of The United Church of Canada met from 12:30 p.m. EST until 1:45 p.m. on Thursday, June 2, 2011, by teleconference call. Moderator Mardi Tindal presided.

#### Attendance

**Voting Members:** Brian Cornelius, Bruce Hutchinson, Betty Kelly, Louise Rogers, Paul Stott, Nora Sanders, Mardi Tindal, Barbara White

Regrets: Heather Burton, Shirley Cleave, David Giuliano, Amber Ing,

## **Constitution of the Meeting**

In this season of annual meetings, the Moderator recalled her visit to Maritime Conference where they reflected on Joshua 4 in which the Israelites pulled stones out of the Jordan River to reconfirm covenant as they entered the Promised Land. She invited others to share the "stones" they are pulling from the river, in a time of check-in.

The Moderator constituted the meeting with the following words:

"Au nom de Notre Seigneur, Jésus-Christ, seul chef souverain de l'Église, et par l'autorité qui m'a été conférée par le 40e Conseil général, je déclare ouvert, par la présente, le sous-exécutif du Conseil général et ses travaux pour chercher à bâtir le Royaume de Dieu."

"In the Name of Jesus Christ, the head of the Church, and by the authority vested in me by the 40th General Council, I hereby declare this meeting of the Sub-Executive of the General Council to be in session for the work that may properly be brought before it to the glory of God."

#### **Procedural Motions**

### Motion: Nora Sanders/Barbara White

2011-06-02-150

That Michael Blair, Bruce Gregersen, Mary-Margaret Jones, Bill Kennedy, Kathy McDonald and Karen Smart be the corresponding members, and that Susan Sigal be the recording secretary for this meeting of the Sub-Executive.

Carried

#### Minutes of the Sub-Executive of the General Council

### Motion: Brian Cornelius/Paul Stott

2011-06-02-151

That the Sub-Executive of the General Council approve the minutes of the Sub-Executive of the General Council meeting held on April 11, 2011.

Carried

## **Accommodations Working Group Request for Proposals (RFP)**

Brian Cornelius briefed the group about the Request For Proposal (RFP) from Cushman & Wakefield and the one page summary to go to all Pastoral Charges. The working group felt that a full two months is needed for submissions to be received. Conference Executive Secretary's and Presbyteries will also get a copy of the one page summary.

August 1, 2011 is the deadline to receive expressions of significant interest from parties submitting Proposals, but there is time for fine tuning time during the month of August, 2011, including more detailed submission material and follow up questions.

It was agreed that item 35 in the Request for Proposal, (Appendix A) be amended to remove the phrase "both GO and TTC".

### **Motion: Barb White/Louise Rogers**

2011-06-02-152

That the Sub-Executive of the General Council approve the Accommodations Request for Proposals (RFP) (Appendix A) for broad circulation both within and outside of The United Church of Canada.

#### Carried

## **Appointments of new members of Accommodations Working Group**

Bruce Hutchinson introduced this motion. There were two applications received from good candidates. The rest of the working group is willing to serve, except for Don Hunter who will serve as a resource.

#### **Motion: Bruce Hutcthinson/Betty Kelly**

2011-06-02-153

That the Sub-Executive of the General Council appoint:

- Florence Sanna (OM N&L) and
- Cindy Desilets (OM Mtu)

to serve on the Executive's Accommodations Working Group until the next meeting of the Executive November 2011.

#### Carried

#### **Legal Aid Fund**

The General Secretary introduced the proposal. This fund of \$500,000 was created in 2002 to assist presbytery and conference with external legal expenses. The terms of reference are so onerous that no claims have been paid out.

#### Motion: Paul Stott/Bruce Hutchinson

2011-06-02-154

After lengthy discussion, the motion was amended and moved as follows:

That the Sub-Executive of the General Council authorize the following changes to the terms of reference for the legal aid fund:

- (i) the fund will be used for the purpose of assisting Presbyteries, Conferences and the General Council (on matters arising from a presbytery or conference) with external legal expenses incurred by them after this date until the fund is depleted;
- (ii) the General Secretary is given the discretion to develop new criteria and to approve applications for assistance.;
- (iii) the fund will no longer be topped up annually to maintain a balance of \$500,000 and;
- (iv) The General Secretary of the General Council be directed to report to the Executive of the General Council on the use and continued requirement for the fund in preparation for the 2014 budget.

#### Carried

## The Memorandum of Understanding for Cooperation between the United Church of Canada and the Methodist Church Ghana (Appendix B attached)

Bruce Gregersen spoke to this motion. Such memorandums have been entered into by other denominations such as the United Church of Christ in the U.S.A. We now have a congregation who wishes to enter into such an agreement with The United Church of Canada. This will be a test case, which can be modeled with other potential relationships.

It was agreed that the document would be amended to read "The United Church of Canada" rather than "The United Church".

Emmanuel Ofori's comments, discussion and support were appreciated and noted with thanks.

The General Secretary also noted that The Memorandum of Understanding for Cooperation between the United Church of Canada and the Methodist Church Ghana was the most important item on the agenda today.

#### Motion: Brian Cornelius/Barb White

2011-06-02-155

The General Secretary proposes that the Sub-Executive of the General Council:

- 1. Approve The Memorandum of Understanding between the United Church of Canada and the Methodist Church Ghana.
- 2. Accept the designation of "<u>associate membership</u>" as the framework of the relationship between the two denominations with the understanding that: (i) the Manual 2010 of the United Church of Canada does not contain such a designation and (ii) an elected member (members from the PCPMM and PCMEPS) and Staff working group is seeking to develop a definition for the designation.

### **Carried**

Betty Kelly has left the conference call at 1:20 p.m. Paul Stott left the conference at 1:30 p.m. Louise Rogers left the conference at 1:30 p.m.

The Moderator said, "The children will ask what these stones mean," and sent us forth to reaffirm covenant so that the stones placed today may have significance in the realm of God.

The Moderator adjourned the meeting at 1:45 p.m.			
Moderator, Mardi Tindal	General Secretary, Nora Sanders		

## **DRAFT - VERSION 1 -**Appendix A

Monday, December 12, 2011

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CONFIDENTIAL	
Landlord/Developer Contact Information	
Dear:	
The United Church of Canada:	The United Church of Canada is Canada's largest protestant denomination, with approximately 3,300 congregations across the country.
	The General Council Office serves the church at the national level and is currently located in Toronto. There are approximately 150 staff members in the office on a typical day. In addition, a large number of meetings is held, some of which happen in the evenings or on weekends.
Regarding:	Request for Proposal for office occupancy alternatives.
For:	The United Church of Canada
Response Date:	Monday August 1, 2011
Response To:	Cushman & Wakefield Ltd. Randy Borron, Senior Vice President, Office Leasing 33 Yonge Street, Suite 1000 M5E 1S9 T: 416 359 2474

**Tenant General** Requirements:

The Tenant is interested in leasing locations of approximately 45,000 rentable square feet with flexibility to expand to 50,000

rentable square feet.

E: randy.borron@ca.cushwake.com

Factors which are important to the Tenant in evaluating their real

Approved-Motion-2011-10-27-157

#### estate options are as follows:

- A building and premises which are totally barrier free;
- A location which is easily accessible by public transit, car and pedestrian transit;
- A building with excellent security;
- Premises with a good supply of fresh air and state of the art HVAC system;
- A location with many amenities in close proximity;
- Sustainability initiatives;
- Proximity to a major airport
- Proximity to hotels for visitors to the church;
- Proximity to meeting space for gatherings of up to 100 people;
   and
- Accessibility to its members.

This is a summary of the general requirements. For a more detailed discussion go to the United Church web site: [insert link here].

### **Tenant Guiding Principles:**

We believe that it essential for the life and work of the General Council that the accommodations reflect our commitment to faith-filled stewardship, mindful of creating a work environment and space that includes:

- Respect for Creation: a sustainable green space that makes respectful use of non-renewable resources and make the most effective use of design principles
- Space that is safe for all, accessible, healthy, inclusive and financially practical
- A workplace that is responsive to the changing needs of the General Council Office
- Opportunity to love and serve others: intentional hospitality, fellowship and worship space for members and adherents, visitors and guests, volunteers, staff and partners
- A desire to participate in community and to have an impact on the neighbourhood
- A recognition that the office is part of the church's sacred space
- God's call to transformation and renewal: flexibility to respond to our changing world, workplace trends, economic turns and the mission God calls us to.

#### **RFP Questions:**

In order for The Tenant to evaluate your building as an option, they would require your comments, confirmation and/or feedback on the following:

## Office Requirements and Timing:

1. Occupancy/Fixturing Period:

Indicate the date that the premises will be available for Tenant's work and fixturing. The Fixturing Period required is 180 days. Please confirm if this is possible. During the Fixturing Period, the Tenant shall be bound by all terms contained in the Lease with the exception that the Tenant shall not be responsible for the payment of Base Rent, and Additional Rent during this period.

2. Area:

The Tenant will require approximately 45,000 square feet of contiguous rentable area subject to planning efficiencies and completion of final space plans and would require the right to increase this area by up to approximately 15% or alternatively decrease this area by no more than 10% by providing the Landlord 120 days written notice.

Please verify that the space will be measured at the Landlord's cost to 1989 BOMA standards, and provide a breakdown of square footage on proposed floor(s) and the associated rentable/usable factor (the "Premises").

(Also please verify which direction(s) the premises is facing).

3. Commencement Date:

December 1, 2014

4. Term:

The Tenant requires proposal to lease submissions to be based on a five and ten (10) year term from the proposed Commencement Date.

5. Use:

Typical office with ancillary uses including commercial kitchen, chapel, library and archive storage as well as evening and weekend access.

#### Financial Terms:

6. Base Rent:

Please provide Base rental rates for a five (5) and ten (10) year Term based on a Tenant Improvement Allowance of \$70.00 psf. plus HST

(please indicate the required provisions associated with the Landlord's payment of the allowance.

7. Rental Concessions: The Tenant is evaluating several alternatives and cost is a critical

issue. Please specify any concession package to be provided by

the Landlord.

**8. Additional Rent:** Provide a list of itemized operating expenses and real estate taxes

for 2011 as well as tenant electricity.

**9. Security Deposit:** The Tenant will not be required to pay a security deposit.

## Lease Terms:

**10. Option to Renew:** The Tenant requires a minimum of three five (5)-year options to

renew all or part of the Premises, with nine (9) months prior written notice to Landlord at the lesser of ninety percent (90%) of the net effective rental rate for similar unimproved premises in a similar building, in a similar location in Toronto (the "Fair Market Rent") or Tenant's existing Base rental rate. If the parties do not agree to a

Fair Market Rent, then it shall be subject to arbitration.

11. Tenant Improvement Allowance:

The Tenant anticipates that the Tenant's work will be approximately \$70.00 per rentable square foot. Please include this Tenant Allowance as part of this Request for Proposal response.

**12. Expansion Options:** Specific expansion requirements have yet to be determined by the

Tenant. However, the ability to expand may be important to the Tenant. Please indicate any proposed expansion provisions, options or rights, which will address the growth projections by the Tenant. Indicate rent and concession packages that will be granted to the Tenant as part of the proposed expansion

provisions.

13. Right Of First Refusal:

The Tenant may require a continuing right of first refusal on 10,000

square feet contiguous to the Premises.

**14. Right of Contraction:** The Tenant requires a two (2) time Right of Contraction up to

10,000 rentable square feet at the end of the fifth (5<sup>th</sup>) and another 5,000 rentable square feet at the end of the seventh (7<sup>th</sup>) year of

the Term. Please indicate the required provisions related to said Right of Contraction.

#### 15. Lease

Please provide your standard lease.

A Lease shall be prepared by the Landlord incorporating the terms of any Offer to Lease and shall be delivered to Tenant within five (5) business days of execution of the Offer To Lease. The Landlord and Tenant agree to use their best efforts to negotiate, finalize and execute the Lease within thirty (30) days following waiver and satisfaction of all conditions

### 16. Sublease Rights:

The Tenant shall have the right to sublet or assign all or part of the Premises at any time with the Landlord's consent, which shall not be unreasonably withheld or delayed and there shall be no right for the Landlord to terminate on request to sublease or assign.

## 17. Restoration of Premises:

The Tenant shall not be required to restore the Premises, to Base Building standard and shall not be required to remove any cabling or leasehold improvements. The Tenant shall leave the Premises in good order save for normal wear and tear and shall remove its furniture, trade fixtures, equipment and personal property from the Premises.

#### 18. Non-Disturbance:

The Tenant will require non-disturbance agreements from the Building lender(s) and equity investor(s).

## 19. Exclusive Rights/Options:

Provide a list of any exclusive rights or options that affect the proposed space.

#### 20. New Developments:

If the proposed space is a new development please provide the following:

- Approval Process Please describes the municipal, financial and business requirements needed to complete the building and premises on schedule; and
- Describe the potential for delays.

#### **Building Features**

### 21. Base Building:

Describe the scope of the Base Building condition within the Premises. The description should include but not be limited to the following:

- The floor finishes
- Ceiling grid
- Lighting distribution
- Fire Protection, availability of sprinklers on every floor
- Security System
- Window coverings

#### 22. Parking:

Please describe the Building's parking ratios and rental rates for parking. Also please confirm if monthly passes are available and also if daily parking is available at what costs (i.e. monthly, daily and hourly rates). With regards to daily parking, please specify to capacity per day and if they are designated or underground spaces.

## 23. Shipping and Receiving:

Please describe.

#### 24. Hours of Operation:

Please provide hours of operation for HVAC and public access (elevators) and outline the Building's cost for after hours services, and after hours HVAC costs.

## 25. Extended Hours of Operation:

Please indicate the most cost-effective way to provide 7X24 HVAC to the premises and provide and estimate of the additional capital and operating costs, including elevator access and security.

#### 26. Storage:

Specify the cost and availability of storage within the Building.

## 27. Environmental Considerations:

Environmental leadership is a concern for the Tenant. All proponents must consider this factor in their submissions. The Tenant will require a complete recycling program in the Building for cans, paper, and food products, computerized energy management systems to also include energy saving lights and ballast's and natural light sensors and dimmers.

Any property under consideration must be completed free of environmental contamination including asbestos, PCBs, or other contaminants. Short-listed proponents may be required to produce a Phase II Environmental Report by an unbiased and objective industry professional verifying cleanliness of the site and Building.

Describe the LEED or BOMA certification of the building. Describe any environmental programs that have been implemented to improve the sustainability of the building including energy and water conservation, and recycling programs.

28. Building Automation:

Describe the building automation systems for HVAC and lighting and systems monitoring.

29. Landlord And Building Manager:

Indicate the current ownership/control status of the Building. It is important that the submission fully describe the property owner/landlord's qualification, portfolio size, financial strength, experience with large space users, and other relevant information. The Building manager must also be similarly described and please indicate if there is an on-site management office.

30. Building
Specifications &
Amenities:

The Tenant will be carefully evaluating each building in terms of its specifications and amenities; therefore it is important that the Tenant has a complete and accurate description of each project. In order to ensure this, please list or provide all related and pertinent information about the Building, its services and the operating systems and any related restrictions if any, as related to the Tenant's operations.

31. Telecommunications:

Please describe in detail, the Building's fiber-optic cabling providers and riser management program.

32. Communications:

The Tenant will require the right to install, at no cost, a satellite dish and related ancillary equipment on the roof of the Building.

The Tenant shall be entitled to its choice of fiber optic cable provider.

33. Air Quality:

Describe the type and age of the HVAC system in the building including:

- Type of system;
- Controls and zones per floor;
- Flexibility to expand the capacity; and
- Ability to meet current ASHRAE standards.

#### 34. Electrical Capacity:

Specify watts per square foot of rentable area that are available for the Tenant's use excluding lighting.

### 35. Accessibility:

It is imperative that the premises and access to the premises be completely barrier free. Please comment on the following:

- Washroom accessibility including push pads at all doors/stall doors.
- Elevator access including Braille floor number buttons, height of floor numbers, Braille floor number signage and audible tones for elevator arrivals.
- General access to the building and common areas (including food courts) and handicap access/ramps, power doors and directional signage.
- Access from public transit, including ramps, elevators, power doors, etc.

## 36. Security:

This is also very important to the tenant. Please comment on the following:

Front desk and other security of the premises.

#### 37. Amenities:

Please comment on the following:

- A brief description on the number and type of stores, restaurants and other services, whether inside the building or close by;
- Catering availability; and
- Daycare and fitness.

#### 38. Renovations:

Please indicate any recent renovations and/or capital improvements to the complex. Also please describe any planned capital improvements in the next 36 months including budgeted amounts, completion dates and specific projects (ie. washroom, lobby, lighting, etc...).

Please confirm that capital improvements are excluded from the operating costs

#### 39. Current Tenants:

Please provide a listing of current committed Tenants located within the Building or within the project in which the Building is located and any restrictive covenants, which govern new leases within the Building.

**40. Plans:** Please provide floor plans in AutoCAD and photographs of

renderings.

**41. Space Planner:** Please indicate if the Landlord how much the landlord will

contribute to the Tenant to complete a feasibility plan (layout).

**42. Floor Loading:** Please indicate the floor load of each floor. The Tenant will require

approximately 2,000 square feet of floor area at 150 lbs.

**43. Chilled Water Loop:** Provide what capacity is available for a 7x24 chilled water loop for

LAN cooling.

**44. Signage:** Rooftop signage as well as prominent lobby and street signage.

**45. Ceiling Height:** Please indicate the ceiling height From slab to finished T-bar

ceiling.

**Proposal Only:** This Request for Proposal is for informational purposes only and

shall not be construed as an Offer to lease. Any obligation on the part of the Tenant to proceed with a lease transaction is dependent on the execution and delivery of the appropriate lease agreement

by Landlord and Tenant.

Please present your proposal in a numbered format comparable to this Request for Proposal. Each item of this request for proposal must be addressed specifically; identifying and enumerating which standards and requirements will be met, and which standards and requirements the Landlord either cannot or does not intend to meet.

Acceptance of this proposal will be open until August 31, 2011.

If you have any questions, please feel free to contact me.

Yours truly,

Randy Borron

Senior Vice President

Cushman & Wakefield Ltd.

### Appendix B

The Memorandum of Understanding between
The United Church of Canada and the Methodist Church of Ghana.

### **Background:**

The United Church of Canada, through of Toronto Southwest Presbytery of the Toronto Conference has been in relationship with the Ghana Calvary Methodist Church since 1995. The Presiding Bishop of the Methodist Church and Toronto Conference are exploring ways to clarify the relationship.

A staff working group consisting of staff from Intercultural and Diverse Communities in Ministry, Justice Ecumenical and Global Relations, Congregational Educational and Community Ministries, Unit for Ministries in French and Toronto Conference worked initially on a framework. The Permanent Committee, Programs for Mission and Ministry established a working group consisting of elected members and staff to continue the work. The Presiding Bishop of the Methodist Church Ghana, the appropriate elected body of the Methodist Church Ghana, the Permanent Committee – Programs for Mission and Ministry, The Unit Wide Committee of the Communities in Ministry/Communautés et ministères, The Toronto Conference Executive Secretary and the Presbytery Staff of Toronto Southwest, the congregational leadership of Ghana Calvary Methodist have all been consulted on the draft proposal.

The proposed agreement with the Methodist Church of Ghana is part of a larger initiative directed towards strengthening The United Church of Canada's intercultural identity. Through the last few years a number of approaches have been made by foreign denominations with Canadian expressions to establish connections with The United Church of Canada (eg. Korean Methodist Church). These initiatives have focused on connecting their Canadian congregations with The United Church of Canada in such a way that a Canadian partnership would strengthen the Canadian connections of their churches, provide additional support (pastoral, legal, community) while still maintaining strong connections to the home country and denomination. The benefit to The United Church of Canada would be an expanded intercultural identity and opportunities to connect with a growing immigrant population.

Of particular interest in this exploration are the historic global partnerships with churches around the world whose members are increasingly immigrating to Canada. While one option is certainly to encourage invitation of these members into existing United Church of Canada congregations this has not been a proven option. Many of the immigrant communities choose to establish their own churches and frequently wish to remain in close contact with their home denominations.

A promising option is therefore to invite new forms of relationships through which immigrant churches could establish a dual connection with both The United Church of Canada and their denominational home.

The Methodist Church of Ghana has in fact encouraged this form of relationship. Their national policies require that congregations formed in other countries be encouraged to seek out such partnerships. Currently they have established such agreements in the United States, the U.K. and Germany.

This proposal recognizes the importance of working carefully on this concept. The elected member group accountable to the Permanent Committee, Programs will carefully evaluate the learnings from this pilot project. It is important that we establish a Memorandum of Understanding with the Methodist Church for the sake of this existing ministry. Doing so however offers an opportunity to work more broadly on the larger concept of "Associate" membership as a significant intercultural initiative for the future.

## The Memorandum of Understanding between The United Church of Canada and the Methodist Church of Ghana.

May, 2011

We, The United Church of Canada and The Methodist Church Ghana recognize that we share with the global church a mutual responsibility to participate in God's Mission in the world in local contexts.

We, The Methodist Church Ghana recognize our Christian mandate to bring freshness and hope into the lives of Ghanaian immigrants and others in North America. In obedience of the Great Commission, our vision is to preach the Christian Gospel and worship in the African and Wesleyan tradition, and selflessly and with integrity, engage in innovative and caring social interventions.<sup>1</sup>

We, The Methodist Church Ghana encourage Ghanaian Methodists residing overseas to gather together for the purpose of worship, carry out God's mission in their new place of abode, and where possible, enter into relationship or affiliation with other churches or denominations in communion with The Methodist Church Ghana.<sup>2</sup>

We, The United Church of Canada recognize our call and desire to support and welcome new immigrants arriving in Canada. As we seek to realize our commitment towards becoming an inter-cultural church, we are further called to envision new ways of doing mission.

To this end, this Memorandum of Understanding between The United Church of Canada and The Methodist Church Ghana has been prepared to outline a proposed associate relationship<sup>3</sup> between the two Christian denominations in order to establish a framework that helps The United Church of Canada to more effectively minister to the Ghanaian community in Canada. This agreement particularly deals with issues related to the relationship of Ministry Personnel.

#### ASSOCIATE RELATIONSHIP:

The United Church of Canada, (represented by the Executive Minister/General Council Officer of the appropriate Unit of the General Council,) and the Methodist Church of Ghana, (through the Presiding Bishop) agrees to enter into a mutual associate relationship through which the constituent congregations of The Methodist Church Ghana located in Canada will become associate congregational ministries of

<sup>&</sup>lt;sup>1</sup> Adapted from Article 3 of the <u>Mission Work in North American Policy Statement</u> of the Methodist Church Ghana.

<sup>&</sup>lt;sup>2</sup> In the spirit/intent/purpose of the SO 47 of the <u>Constitution and Standing Orders of The Methodist Church Ghana</u>.

<sup>&</sup>lt;sup>3</sup> There is at this time no formal category, "associate relationship", however this document is proposing the use of this word to describe a partnership that is different from a global partnership and represents an opportunity to do mission together in local context(s).

The United Church of Canada. Such ministries will also be subject to local Canadian employment regulations as well as the ministry standards of both Christian judicatories.

The Methodist Church Ghana and The United Church of Canada understand the relationship entered into to be mutual and reciprocal.

This Memorandum of Understanding will be evaluated, at least every five years by the judicatories to ensure that both parties derive optimum benefits from the relationship. Amendments may be made if mutually agreed upon as a result of such evaluation.

#### THE CALL:

We believe that the Church's passion to be involved in the transformation of the world is grounded in its relationship to God in Jesus Christ.

We believe that God calls the Church: to do separately only what it cannot do with others; to care for itself in order to care for others; to set basic human needs above institutional enrichment; to give and not to count the cost (from: Mending the World  $-32^{nd}$  General Council of The United Church of Canada)

#### TERMS:

## The United Church of Canada, through the local Presbytery/District in consultation with the Conference and the appropriate Unit of the General Council:

- i. Agrees to a five year appointment, renewable to a maximum total of ten years, of an ordained minister of Word and Sacrament of The Methodist Church Ghana in good standing (a "Ghanaian Methodist Ordained minister") to serve a Ghanaian Methodist congregation(s) in Canada.
- ii. Accepts and agrees to fulfill the responsibility of regular pastoral oversight and supervision of the associate congregational ministry.

And, further, The United Church of Canada, the local Conference and Presbytery/District

- iii. Agrees to acknowledge the associate congregational ministry located in Canada as a congregation still in connection with The Methodist Church Ghana.
- iv. Agrees to initiate with the associate congregation and the appointed Ghanaian Methodist Ordained minister opportunities for mutual learning regarding the two cultures and denominations.
- v. Agrees to explore options to provide financial assistance to the associate congregational ministry.
- vi. Agrees to ensure that the place of worship or gathering is adequately insured, the proper title and name to the property is registered, any property debts or other encumbrances or obligations are

- known, and the members of the Board of Trustees are identified. All properties will be subjected to the Trusts of Model Deed (Manual 256, The United Church of Canada).
- vii. Agrees to allow the associate congregation(s) to raise funds once per year, in support of the mission work of The Methodist Church Ghana, through the Board of Ministries of The Methodist Church Ghana.
- viii. Agrees to assist the associate congregational ministry to prepare for the appointed Ghanaian Methodist Ordained minister minister's orderly and scheduled return to Ghana.
- ix. Agrees to the church year schedule for appointments October 1 through September 30- as practiced by of The Methodist Church of Ghana

# The Methodist Church Ghana, through the Ghana Methodist Bishop, agrees to the following:

- i. A maximum of two five year terms of appointment of a Ghanaian Methodist Ordained Minister to serve a Ghanaian Methodist congregation(s) in Canada
- ii. Regular contact and oversight of the Ghanaian Methodist Ordained Minister through the Office of the Supervising Missions Coordinator (SMC), acting on behalf of the Presiding Bishop of the Methodist Church Ghana, while the minister is on appointment in Canada
- iii. Acknowledgement of the associate congregational ministry located in Canada as a congregation still in connection with The Methodist Church Ghana.

#### **ROLES AND RESPONSIBILITIES**

- 1. The United Church of Canada, through the appropriate Unit of the General Council, the local Conference and Presbytery/district will establish a process of orientation to The United Church and the Canadian context for the Ghanaian Methodist Ordained minister.
- 2. The Presbytery/District and the associate congregation will plan and conduct together a Service of Covenanting that acknowledges and celebrates the two denominations, the appointed Ghanaian Methodist Ordained minister, and the ministry of the congregation.
- 3. The Presbytery/District will accord to the associate congregation and the Ghanaian Methodist Ordained minister corresponding membership.
- 4. The Presbytery/district will, through the Conference, make arrangements for the Ghanaian Methodist Ordained minister to have a license to perform marriages.
- 5. The Executive Minister of Communities in Ministry or its successor will be the main point of contact with the Presiding Bishop of the Methodist Church Ghana.

- 6. The Executive Minister will ensure that the Presiding Bishop is informed about the theology and polity of The United Church of Canada.
- 7. The Presiding Bishop will keep the Executive Minister informed about the theology and polity of The Methodist Church Ghana
- 8. The unilateral right to end this Memorandum of Understanding with a two year advance notice period is accorded to both denominations, The Methodist Church Ghana and The United Church of Canada.
- 9. The Presiding Bishop retains the right of recall of the Ghanaian Methodist Ordained minister, subject to compliance with applicable Canadian law.
- 10. The Ghana Methodist Church congregation will remunerate the minister no less than the minimum salary for ministry personnel in accordance with The United Church of Canada Guidelines for Salary & Allowances. The salary package must include all the standard benefits of The United Church of Canada: appropriate housing allowance or manse, travel reimbursement, continuing education allowance, and administrative support. Provisions for pension benefits also are to be determined. Exceptions to the above requirements are subject to the prior approval of the Executive Minister, Communities in Ministry/Communautés et ministères or its successor, and the Presiding Bishop of the Methodist Church Ghana.

### PROCESS FOR APPOINTMENT

#### The United Church of Canada Presbytery/District:

- 1. Receives the congregational profile and approves a position description for a ministry position. The Presbytery/district sends the profile and position description to the appropriate Unit of General Council.
- 2. Ensures all regular United Church due diligence and duty of care responsibilities regarding pastoral relations procedures are conducted, including a police record check or acceptable equivalent.<sup>4</sup>
- 3. Requires annually from the associate congregation two copies of the congregation's annual report for review by the Presbytery/District Oversight Committee. One copy of the annual report will be sent to the local Conference by Presbytery/district.
- 4. Appoints the Ghanaian Ordained Minister to the associate congregation for a period of five years, with an evaluation conducted by the local Presbytery/District, Conference, at the three-year mark
- 5. The evaluation process will be initiated by The United Church of Canada through the appropriate committee(s) of the Presbytery/District and supported by the appropriate Unit of the General Council. The review process will include communication with the appointed Minister and the congregation.

<sup>&</sup>lt;sup>4</sup> The type of police record check possible may vary; the appropriate Unit of General Council can provide guidance for proper due diligence.

- 6. Will consult with the appointed Minister concerning length of appointment
- 7. Will arrange the completion and signature on The United Church of Canada appointment forms

### The Presiding Bishop of the Ghana Methodist Church

- 1. Receives a copy of the Congregational profile and position description
- 2. Selects an appropriate Ghanaian Ordained Minister for appointment in Canada.

### The appropriate Unit of the General Council

assists the Presbytery/District in executing necessary procedures and paperwork related to immigration and entry into Canada, including: work visas, taxation, pension, police record checks or appropriate equivalents, credential checks, prior church history of the Ordained Minister.

Makes every effort to have a representative of the congregation and/or the Presbytery/District be able to engage the Presiding Bishop of The Methodist Church Ghana in the discernment of the appropriate candidate for appointment.

#### EXTENSION OF APPOINTMENT

One extension of the five year appointment can be requested by the congregation, subject to approval by both denominations.

The request for an extension of appointment is communicated to the Presbytery/District by the appropriate General Council Staff person for action regarding the request. The following persons can be consulted in order to fulfill the request:

- The Conference Personnel Minister
- The Presbytery/District Pastoral Relations Chairperson, or designate
- A staff person representing the appropriate Unit of the General Council Office
- Chair of the Board of the congregation if desired, an additional congregational representative

#### **NEW APPOINTMENT**

If the desire is for a new appointment, or the Presiding Bishop wishes to make a new appointment, the Bishop has the right to make a decision, in consultation with the Ghanaian Methodist congregation.

The local Presbytery/District will arrange for the signing of the appropriate United Church of Canada appointment.