SoCal AG PARENT AFFILIATION for P.A.C. in Perpetuity

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It must be fully understood that the Alaska Ministry Network (hereinafter referred to as AKMN) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as PAC) are in full cooperation in handing fiduciary and ministry oversight to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Parent Church (hereinafter referred to as PARENT) and as such all parties must give due respect to the history, ministry and membership of PAC as it exists today. Further, it is understood that the PAC will be a campus ministry under the legal and organizational umbrella of PARENT.

**The Basic Presumption**

While all parties understand that this is a beginning document, and that situations are subject to change beyond our control, it is the basic presumption of PAC, PARENT, and the AKMN agree that PAC will remain a PAC in Perpetuity.

**Legal and Financial**

All deeds & titles of real property owned by PAC and AKMN will be transferred to PARENT;

PAC will operate under the bylaws of PARENT beginning on November 1, 2021;

At the time of transfer, PAC will be dissolved as a non-profit corporation in the State of Alaska;

PARENT will not be held liable for any potential litigation occurring prior to the date of transfer;

All files related to church finances and insurance prior to the date of transfer will be transferred to the AKMN;

The responsibility for the initial review of the financials of PAC shall rest with PAC, PARENT and the AKMN;

As a current District Affiliated Church of the AKMN, PAC understands that the AKMN Presbytery will transfer pastoral leadership responsibilities to PARENT;

PARENT will assume the following from PAC:

* Missions Commitments
* Other Debts
* Other Liabilities –including utilities, services and insurance, etc;
* Pastoral salaries, if available

PARENT will designate a campus pastor effective November 1, 2021;

Financial accounting by PAC and the AKMN will terminate on October 31, 2021, with responsibility for accounting to be assumed by the PARENT as November 1, 2021;

Financial responsibility for the PAC will be in the hands of PARENT accounting department;

PAC will only maintain separate bank accounts with approval of the PARENT Board;

As a Developing Assembly church, PAC currently has insurance through the AKMN Master Policy. PAC will be removed from the AKMN Master Policy and insurance coverage will be secured by PARENT effective November 1, 2021.

The AKMN and PAC will affect the transfer of ownership of the Affiliate's assets to PARENT. However, if for any reason PARENT Church Board, including the counsel and determination of the AKMN Presbytery to void this agreement, PAC may be transferred back over to the AKMN for continual ministry purposes, or PAC may become a General Council Church if they qualify. If PARENT Church Board and AKMN Presbytery determine to void this agreement and said assets of PAC are liquidated and the property is disposed of; the distribution of said assets will be as follows:

* First year; 10% of assets transfer to PARENT, 90% of assets transfer to the AKMN
* Second year; 20% of assets transfer to PARENT, 80% to the AKMN
* Third year; 30% of assets transfer to PARENT, 70% to the AKMN
* Fourth year; 40% of assets transfer to PARENT, 60% to the AKMN
* Fifth year; 50% of assets transfer to PARENT, 50% to the AKMN
* Sixth year; 60% of assets transfer to PARENT, 40% to the AKMN
* Seventh year; 70% of assets transfer to PARENT, 30% to the AKMN
* Eighth year; 80% of assets transfer to PARENT, 20% to the AKMN
* Ninth year; 90% of assets transfer to PARENT, 10 % to the AKMN
* Tenth year; 100% of assets transfer to PARENT.

**Governance**

* The campus pastor for PAC will be selected by the PARENT lead pastor and board
* Future membership for PAC will be approved by PARENT according to their prescribed polices

This Memorandum of Understanding shall become effective upon the authorized officials’ signatures of PARENT and the approval of the AKMN Presbytery:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Lead Pastor, PARENT Date

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Superintendent or Secretary, Alaska Ministry Network Date

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Attach to this MOU:

 Minutes of PARENT Official Board accepting responsibility for the PAC relationship

 Proof of insurance for PAC under PARENT policies

 Minutes from the AKMN Presbytery agreeing to transfer PAC to PARENT

 Parent Affiliated Church Charter (from Springfield)