

September 18, 2007
Meeting of the Vestry of Saint Gregory of Nyssa Episcopal Church
7:30 PM in the Chapel
Next meeting: October 16, 2007

Attachments:

Operating Agreement between The Food Pantry and Saint Gregory's

Vestry members present:

Jessica Anderson, Brad Erickson, Paul Fromberg, Anna Marie Hoos, Barb Nicol, Rick Storrs, Alissa Worthing

Guests:

Leesy Taggart
Erin Worthing

I. APPROVAL OF AUGUST 21, 2007 MINUTES

August 21, 2007 minutes approved.

II. MOTIONS FOR APPROVAL

(1) Motion to establish criteria for Community and Service Programs for use of Saint Gregory's name and resources.

Proposed criteria:

- (a) Five or more Members directly involved in the program
- (b) Raising at least \$600 from at least five individuals in the congregation

Clarification that existing programs will have one year to demonstrate meeting the above criteria.

Motion Passed.

(2) Motion to eliminate future pledges of financial support made on behalf of Saint Gregory's using church funds.

Motion Passed – 6 in favor, 1 opposed, 1 absent.

(3) Motion to consider the Fall Retreat a "retreat" and not a decision-making "chapter" and thus remain open to non-members.

Before there was a vestry, there were two annual decision-making chapters. Upon establishing a vestry, fall chapter became more of a retreat and was opened up to non-members. Motion is to clarify that the fall retreat is not a decision-making chapter and will remain open to non-members.

Motion Passed.

(4) Motion to have a Fall Chapter at the church.

Tabled pending investigation into possible dates.

(5) Motion to approve investment strategy as proposed by Leesy.

Investment Strategy:

1. Authority: The Treasurer shall be authorized to invest church funds, within the guidelines set forth in this document. The Vestry retains authority to establish and change investment guidelines and policy. Any policies or guidelines will be within parameters established by the Diocese for appropriate investments.

Vestry authorizes the Treasurer to open, close, or move an investment account with a public brokerage company of good reputation, to facilitate investment of church funds.

2. Oversight: The Vestry shall convene an Investment Committee - composed of the Convenors, the Finance Commissioner, and the Rector - to review investments made by the Treasurer. The Rector may designate a proxy to fill his or her seat. This Committee, or any member of it, shall have access to all investment records at all times. The Treasurer and the Investment Committee shall provide a written report to the full Vestry quarterly.

3. Investment standards:

-- Liquidity: The Treasurer shall maintain sufficient liquid funds to meet the ongoing operations and obligations of the church. Funds from the church's operating fund may not be invested outside a checking account or money-market account with checking, unless funds available for check-writing exceed 60 days' average operating expenses. Capital funds may be invested at any time, with provision made for the reasonable accessibility of those funds for their intended use.

-- Maturity of investments: The Treasurer may invest funds out to a maximum of 1 year and 2 days. Should the church undertake a long-term capital or endowment fundraising campaign, the Vestry will review this limitation.

-- Risk: All investments must be prudent, and not subject the church to significant risk of loss of principal. It is anticipated that investments will consist of widely available money market or mutual funds of investment grade. A Morningstar rating of 3 stars, or equivalent rating by another recognized ratings company, is a reasonable minimum. The Investment Committee has discretion to make decisions on the suitability of a particular investment that is not rated. The Vestry re-affirms its existing policy that all stock gifts of individual equities must be sold on receipt.

Motion Passed.

(6) Motion re. use of funds collected last year for Chapter Scholarships: \$1,000 for staff scholarships to attend 2007 Fall Chapter and remainder transferred to Operating Fund.

Rick Storrs clarified that funds remaining in the Chapter fund have historically been retained in the Chapter Fund to cover the next year's deposit.

Motion withdrawn.

III. FINANCE

When Sara first announced the formation of The Food Pantry as a separate 501(c)(3), it was agreed that Leesy and Sara would work together on an Operating Agreement between The Food Pantry and Saint Gregory's.

We reviewed Leesy and Sara's draft (see Operating Agreement attached) and discussed it at length. We considered the language carefully, particularly as pertains to the discussion of rent and when Saint Gregory's would need to inform The Food Pantry of any intention to change the terms of the current agreement. We talked about whether it would be helpful to both groups to assign some kind of financial value to what Saint Gregory's provides to the Food Pantry. Many were uncomfortable with such an exercise. Paul concluded that instead of trying to assign some monetary value to the arrangement, the Board of The Food Pantry and the Saint Gregory's vestry should meet annually to recognize the value that each provides to the other.

Motion to approve the Operating Agreement between The Food Pantry and Saint Gregory's passed.

IV. CLERGY REPORT

Paul reported that his contacts with "leadership givers" has resulted in \$7,000 in special gifts.

Paul further reported that Sara Miles is starting to limit her hours to those actually compensated by Saint Gregory's. Whereas she once worked far more than 40 hours per week, she is now trying to limit her hours to the 13 hours per week for which Saint Gregory's can afford to pay her.

Paul stated that next year is Saint Gregory's 30th anniversary and mentioned some ideas for fund-raising opportunities.

Motion to approve Paul's expenditure of \$750 for the costs of framing photos in the Fabian Lounge, which funds would come from the Building Fund. Motion passed.

V. LEARNING & SERVICE REPORTS

Stewardship

Alissa and Erin Worthing presented the redesigned stewardship renewal packet and reported having caught up with the July, August and September mailings and a return to monthly mailings starting in October.

Communications

- Scott King is working on establishing a relationship with UCSF Christian Fellowship
- Mark Lodico, the Cousarts and others are advertising the Pet Blessing on September 30; we are hoping to offer Pet First Aid sometime during the winter
- Hillie Cousart, Mark Lodico and I are going to re-establish templates for event flyers so that they have a more coherent "SGN" look and feel, and can be more easily created.
- Tonia MacNeil, Katherine Krebs, myself and others are preparing to staff a table at the Potrero Hill Fair in October.

VI. CHURCH CARE REPORT

Erin Worthing shared that his new post as "Fix It" / Church Care coordinator would be announced in the October Nyssa News. He reported on top priorities: dishwasher, sprinkler installation, fixing sprung floorboard on dance floor. He plans to have a regular rota for cleaning of floors, changing of light bulbs, cleaning of furnace filters, and cleaning of undercroft.

Jessica reported progress in reviewing / renewing the insurance policy.

Next meeting October 16, 2007

**** meeting adjourned ****

OPERATING AGREEMENT

This letter outlines the agreement between The Food Pantry, a California 501c(3), and Saint Gregory of Nyssa Episcopal Church, regarding The Food Pantry's weekly distribution of food at Saint Gregory's.

We acknowledge and celebrate The Food Pantry's beginnings as a ministry of Saint Gregory's and our mutual commitment to feeding the hungry, both in body and in spirit. Our ongoing relationship benefits both organizations, and provides a service to our community. It is our intention to continue working together, and to review this agreement annually, making any changes we both deem appropriate.

1. Saint Gregory's has turned over all funds in the church's Food Pantry bank account to The Food Pantry, recognizing that it was money raised for the purpose of operating the weekly distribution of food at Saint Gregory's.
2. Saint Gregory's will transfer ownership of Escrow Account (ID# at institution) to The Food Pantry, if that is allowed by (the Authority). If transfer of ownership is not feasible, Saint Gregory's agrees to turn over the annual distribution of funds from the Escrow Account to The Food Pantry in full, recognizing that it is money awarded for the ministry of The Food Pantry. [\[this transfer is in process. SM to verify approval & document.\]](#)
3. The Food Pantry is financially independent of Saint Gregory's, and Saint Gregory's bears no responsibility for The Food Pantry's costs or bills, except as explicitly agreed in this document.
4. Saint Gregory's will include The Food Pantry as one of its Community and Service ministries, all of which are independent entities, providing information about The Food Pantry's work and inviting both participation and financial donations, as it does for its other Community and Service ministries. Saint Gregory's will pass through any donations it receives on The Food Pantry's behalf. We will keep each other advised of the contributors and amounts of such donations.
5. The Food Pantry will continue to distribute groceries each Friday afternoon, with the exception of Good Friday and any other holiday when Saint Gregory's would regularly hold services. Saint Gregory's will make the church building, kitchen, and parking lot available to The Food Pantry from 8:30 am until 5:00 pm each Friday that a distribution will occur. Saint Gregory's will not make changes in its configuration or furnishings that would impede The Food Pantry's ability to operate in its customary fashion. We agree to communicate prior to major church or pantry events if any decorations or rearrangement of furniture might require The Food Pantry to shift its operations.
6. The Food Pantry will store its equipment in its shed in Saint Gregory's parking lot, and will share space in Saint Gregory's kitchen on mutually agreeable terms.

7. In recognition of our shared ministry, Saint Gregory's will not charge any rental fees for the use of its facilities during 2007 and 2008. We agree to review the matter of rent annually by September 30 for the following calendar year.

8. The Food Pantry will bear the cost of recycling, trash hauling, and maintenance directly attributable to its operations at Saint Gregory's. Saint Gregory's will bear the incremental cost of water, electricity, and heat. The Food Pantry will contribute to the ongoing maintenance of Saint Gregory's kitchen equipment, to reflect its shared use.

9. The Food Pantry will be responsible for leaving Saint Gregory's facilities in good order, and for maintaining building security.

10. The Food Pantry will maintain adequate insurance, as mutually agreed, and will hold Saint Gregory's harmless from any claims arising from its weekly distribution of groceries.

11. The Food Pantry may use Saint Gregory's name in publicizing its operations at Saint Gregory's church, and in other ways as may be mutually agreed. Saint Gregory's will include The Food Pantry in its general telephone recording (and will maintain a voice mailbox for The Food Pantry's program at Saint Gregory's).

12. Recognizing that we are engaged in overlapping and mutually beneficial ministries, and are closely identified in the community's eyes, The Food Pantry and Saint Gregory's intend to cooperate in co-hosting neighborhood events, sharing experience, and other joint endeavors as both find beneficial.

13. Either The Food Pantry or Saint Gregory's may terminate The Food Pantry's distribution of groceries at Saint Gregory's on 90 days notice. The Food Pantry will remove its equipment and shed, unless we mutually agree on other arrangements. Any fixtures or equipment that The Food Pantry has donated to Saint Gregory's will remain the property of Saint Gregory's.

for Saint Gregory's Vestry

for The Food Pantry's Board

Date: _____