

March 6, 2012

Gordon Bynum
2355 Fairview Ave N # 161
Roseville, MN 55113

The Board of Directors
The Minnesota South District of the Lutheran Church Missouri Synod
14301 Grand Ave South
Burnsville, MN 55306

Dear Brothers and Sisters in Christ,

Let us rejoice and sing praises to God that we who are redeemed in Christ can strengthen and correct each other, always calling one another to repentance and to return to the true faith, doctrine and practice which we have come to know from Our Lord and given in His Word. I also ask your patience in this process, because I have never had the occasion to make use of our Synod's Dispute Resolution process as outlined in Bylaw 1.10 in our 2010 handbook. The language of that bylaw is somewhat unfortunate in this case, because in it I am the "Complainant", and you are the "Respondent", so while I would choose other terms, they will have to do. I say "in this case", because, thanks be to God, I, and the many, many saints who have given their time, talent, and treasure to support campus ministry at Mankato and Minneapolis over the years, will have little or nothing to complain about if you will do a very simple thing: listen to your pastors, laity, and congregations who have asked you to refer the question of the sale of the campus ministry properties in Mankato and Minneapolis to your district convention meeting next June. The matter in dispute here is the timing and speed of your actions to date, and your refusal to bring the question to your own convention. I also rejoice that this particular dispute can be resolved without animus or ill will, and if I am mistaken or have failed to understand some significant point or matter, I am happy to be corrected.

This dispute is presented here to address four categories listed in bylaw 1.10: a) The Statement of the Matter in Dispute; b) Proposed resolution; c) Who may make use of Dispute Resolution ("Standing"); d) Procedural questions and possible clarifications. In the interest of clarity, I have referred to you here often in the 2nd person ("you", "your") and sometimes in the 3rd ("the board", "board", "board's", "Minnesota South District Board of Directors"). I ask you in advance to forgive my informality, and my less than rigorous spelling, grammar and capitalization, but I find it brings greater clarity to use the 2nd person when possible.

1. The Minnesota South District is a steward of the campus ministries at Mankato and Minneapolis. This stewardship has in the past supported the program, salaries, and physical plant at the two campus ministries. The co-workers, recipients and beneficiaries of this stewardship are called and gathered to receive the Word and Sacraments, to worship, teach and learn at these two campus ministries. This has been done according to the intentions and purposes of those who created and maintain this stewardship, the past conventions, donors, congregations, and numerous friends and supporters who have made this work and

mission possible at these two universities. While these two campus ministries have in the past been supported and subsidized by your district, as of 2011, at least one of these campus ministries (Minneapolis) has raised over \$100,000 toward its own support, enough money to pay for its pastor, forego program subsidy, and pay toward the use and support of the property. You (The Board of Directors of the Minnesota South District) have now acted to sell these two properties, and you have declined to reconsider your decision or bring it to your District Convention which will begin June 14th. The Minnesota State Pastoral Conference on May 11, 2011, resolved that you should bring the question of the sale of the properties to the Minnesota South District Convention. On October 11th, 2011, you refused to reconsider, explain, or discuss your actions at the Minnesota South Pastoral Conference.

2. Once again, by the grace of God, the proposed resolution to this dispute also comes not just from the pastoral conference mentioned in 1, but also from the congregations, pastors and circuits of the Minnesota South District. And they have been joined by many others in the Minnesota North district, the Montana district, and across our synod. I join them in asking, "What's the rush?", and include their proposed resolution in this dispute: stop acting to sell the properties, bring your proposals to your district convention so that it may decide, and until and if the convention should approve your plan, stop your efforts to remove these two campus ministries from their respective buildings, and leave them there to continue their work.

3. I am requesting, as Complainant, this use of the Dispute Resolution process as a member of synod. This is the standing required by bylaw 1.10.2.

4. The procedural questions include the selection of the administrator as defined in bylaw 1.10.4 (a). I (Complainant) am a member of the synod through the English District (see bylaw 1.10.2 (1)). You (Respondent; the Board of Directors of the Minnesota South District) are included under bylaw 1.10.2 (3), "a district or an organization owned and controlled by the Synod". Bylaw 1.10.6 provides that "If the secretary of the Synod or district is a party to the matter in dispute, has a conflict of interest, or serves as a witness, then the President of the Synod or the district president, as appropriate, shall appoint an administrator of the process in the matter."

5. You have made the speed and timing of your actions central to this dispute, as well as your refusal to discuss or reconsider them with your own pastors conference as well as other members of synod. Ten days after moving to sell the properties (on September 13, 2011) your treasurer signed a sale agreement for one of the properties (on September 23, 2011). This was done a few days before you were to meet with Synodical President Harrison about your action to sell the properties. Three weeks after you refused to discuss or answer questions about your actions with your own pastors at your Fall Pastoral Conference you gave the Minneapolis campus ministry April 30 as the date they must vacate the property. Your behavior is frustrating and making impossible the necessary elements of dispute resolution, the broader "ministry of reconciliation" between Christians upon which this process is based, and the ability of your convention to discuss, reverse, change, or modify, your actions.

6. This unnecessary urgency and haste is also reflected in the confusing materials you have shared publicly. In reporting on the signed sale agreement, the notation is made that one of

the campus ministries did not make an offer to buy the property. This creates the impression that you wanted, or were willing to negotiate, an offer from one, or both, of these campus ministries. But how would you expect a campus ministry, or any similar group, to make an offer within ten days of your resolution approving the the sale of the Minneapolis property for no less than 3.2 million dollars? How did you arrive at that figure? Would you accept a lesser amount from both of these campus ministries, or from another church or group from within your district or synod? Would you have received a higher price had you waited longer than ten days before signing a purchase agreement? With more time, you could make good on what is your apparent wish reflected in this notation, and negotiate a price with both campus ministries, and then bring that proposal to your convention.

7. This unfortunate and unnecessary haste has also generated much confusion and division in our synod, and even between yourselves and the two campus ministries, and it deprives these campus ministries of the conditions necessary to plan and continue their work. As just one example, from the minutes of your December 6, 2011 meeting it would appear that you are under the impression that the company with whom you have a purchase agreement, Doran Development, has contacted the Minneapolis campus ministry to discuss providing a chapel and office space in their proposed condominium complex. You were informed that the Minneapolis campus ministry has not responded to Doran's offer. On what factual basis is this included in your minutes? It may be that Doran is willing to do this, and that the Minneapolis campus ministry may wish to discuss Doran's offer with them, but it would be, at minimum, embarrassing for you if no one had contacted the Minneapolis campus ministry about this offer (to which you were informed they had "not responded") prior to your December 6th meeting. Without this unnecessary haste, and given more time, you could verify the information you have been given, and Doran and the Minneapolis campus ministry could have the discussion contemplated in the minutes of your December 6th meeting.

8. This speed on your part also deprives you of the opportunity to fully explain how the sale of the properties of two thriving campus ministries is necessary to your overall plan for campus ministry. I have the same questions about your proposals for campus ministry as the pastors, congregations, and the laity of your district and our synod have. How do you intend to "expand campus ministry"? How do you expand by contracting your two viable campus ministries? Why would you not truly expand campus ministry by maintaining the successes in Mankato and Minneapolis, and grow from that base? Would selling the properties be a tragic and irreversible contraction and not an expansion of any kind? How is your proposal an expansion when it cannibalizes these two successful campus ministries? Given that the expansion of campus ministry you propose uses a "town-gown" model and funding, why would there be any reason to sell the existing properties at Mankato and Minneapolis? Where would the money received from the sale of the two properties go if the proposed expansion is largely funded by the town-gown model? Would that not make their sale unnecessary, and ultimately negative, for your proposed expansion? Why would you not delight in the opportunity to take as much time as necessary to answer questions such as these to the satisfaction of your own district convention, as well as to the many members of synod who have raised these and similar questions? If you believe that your reasons for your proposal are good, sound, God pleasing, and in accordance with the Scriptures and what our synod teaches, you would have nothing to lose (and we would all have much to gain) if you would take all the time necessary to explain your proposals and let your convention decide.

9. Bylaw 1.10 considers the dispute resolution process as a part and continuation of the scriptural admonitions for all Christians and the church as they go about their vocations and deal with one another as those redeemed by Jesus Christ. Bylaw 1.10.1 tells us that “Conflicts that occur in the body should be resolved promptly (Matt. 5:23–24; Eph. 4:26–27). Parties are urged by the mercies of God to proceed with one another with ‘the same attitude that was in Christ Jesus (Phil. 2:5).’ In so doing, individuals, congregations, and various agencies within the Synod are urged to reject a ‘win-lose’ attitude that typifies secular conflict. For the sake of the Gospel, the church should spare no resource in providing assistance.” Bylaw 1.10.1.1 adds “The Holy Scriptures (1 Cor. 6:1–7) urge Christians to settle their differences by laying them before the ‘members of the brotherhood.’ Therefore, the Synod in the spirit of 1 Corinthians 6 calls upon all parties to a disagreement, accusation, controversy, or disciplinary action to rely exclusively and fully on the Synod’s system of reconciliation and conflict resolution.” Bylaw 1.10.1.2 applies what is more precisely the “ministry of reconciliation” accomplished by Christ to dispute resolution within the church (“To wit, that God was in Christ, reconciling the world unto himself, not imputing their trespasses unto them; and hath committed unto us the word of reconciliation.” I Corinthians 5:19): “The parties and others attempting to effect resolution of a dispute must always remain mindful that the church has been given the ‘ministry of reconciliation’ (2 Cor. 5:18). Hence, conflict resolution in the church is to lead to reconciliation, restoring the erring member in a spirit of gentleness (Gal. 6:1). Its aim is to avoid the adversarial system practiced in society.”

You have made this wonderful and God pleasing way for Christians to treat one another impossible by the speed of your actions and your behavior toward your fellow Christians and members of synod. It was my hope that you, after disregarding the earlier resolution from the state pastoral conference on May 11, 2010, would present your actions to the “members of the brotherhood”, that is, the pastors in attendance at the Minnesota South pastors conference in October of 2011. The genuine “ministry of reconciliation” could have started at that time, and you could have given some reason, rationale, scriptural or doctrinal basis for your actions that might have been convincing to your own pastors meeting in conference. If what you are doing is right, why would you not do this? Instead, this anticipated ministry was prevented by you when you did not allow any discussion of your actions, or motions related to it, at that conference.

10. The reason given by you for refusing to discuss or reconsider your actions in this matter - the threat of legal action - does not exempt you from the scriptural admonitions given in the bylaw. If this is allowed to stand, it would have the effect of allowing you, or any member of synod, to ignore, circumvent, and avoid not only the scriptural admonitions quoted in bylaw 1.10, but also the synod's doctrinal and ecclesiastical supervision. It would make the synodical Handbook pointless and impotent by nullifying many bylaws in addition to 1.10. And common sense tells us it's just not a good or God pleasing way for us to treat each other.

This dispute and the remedy that is sought in the dispute resolution process is not excluded by bylaw 1.10.3. The matter in dispute here is your unnecessary haste and behavior toward your fellow members of synod, the division and corrosion of our unity this has caused, and your treatment of and disregard for those who have supported these campus ministries for years and now in the present. The proposed resolution to this dispute asks you to not treat

your own congregations and pastors of your upcoming convention in the same unfortunate manner by denying them a role in deciding on the sale of these properties.

It was my hope that “Informal Efforts toward Reconciliation; Consultation” described in bylaw 1.10.5 would have begun when the news of your action became public. I also understand, sadly, that there have been some who have reacted badly to what you have done, and have behaved uncharitably. I am sorry about that, and I believe that in considering this specific matter in dispute, we may be able to remove, or at least ameliorate, what has become a very unfortunate and public dissension in our synod. I also understand that you might also have reason to make use of the dispute resolution process, which I would encourage you to use if you believe that I, or other members of synod, have departed from the doctrine of our synod, or acted in a way which needs to be corrected. This would include anything you believe is a “disagreement, accusation, controversy, or disciplinary action” (bylaw 1.10.1.1). In particular, if you believe that either of these campus ministries has acted in such a way, it is imperative that you engage them honestly and openly in this dispute resolution process. If you believe that there are other matters in need of this process, I would be happy to engage you in other questions you might have, and if feasible, I can put them into a separate dispute process.

Copies of this letter will go to my District President, and the respective secretaries of our districts and synod, and I wait for their direction as to how we should proceed. All of you should feel free to contact me using my information given here and in the Lutheran Annual. I find that putting things in writing is helpful in any process such as this one, and I'm happy to respond that way to questions you may have. This also helps me because I often find myself in between cities traveling.

God Bless,

Gordon Bynum

Copies to:

Rev. Dr. David P. Stechholz, President and Bishop, English District,

The Lutheran Church Missouri Synod

Rev. Robert Fitzpatrick, Secretary, English District, The Lutheran Church Missouri Synod

Rev. William Otte, Secretary, Minnesota South District The Lutheran Church Missouri Synod

Rev. Dr. Raymond Hartwig, Secretary, The Lutheran Church Missouri Synod