

COVENANT BETWEEN RHODES COLLEGE AND THE SYNOD OF LIVING WATERS

I. Purpose of the Covenant

The purpose of this covenant is to define the nature and scope of the relationship between Rhodes College and the Synod of Living Waters, Presbyterian Church (U.S.A.) (hereinafter called Synod).

II. History of the Relationship

Founded in Clarksville, Tennessee, in 1848, Rhodes College first entered into relationship with the Presbyterian Church (Nashville Synod) in 1855 as Stewart College, a name which was changed to Southwestern Presbyterian University in 1875, the year in which the Charter of Incorporation was granted by the State of Tennessee. When the College moved to Memphis in 1925, it adopted as its official name Southwestern, and in 1946 it was changed to Southwestern At Memphis. The "Plan of Union" of 1873, was subsequently modified and was formulated in 1973. The Charter was last amended in 1984 to change the name from Southwestern At Memphis to Rhodes College.

The corporation of Rhodes College is recognized to be an official institution of the Synod of Living Waters of the Presbyterian Church (U.S.A.).

III. Parties to the Covenant

The Parties to this covenant, Rhodes College, operating under its governing board, the Board of Trustees, and the Synod of Living Waters, operating as a governing body, are separate entities. They are independent, neither being controlled by the other. They are, however, interdependent in that they must work together to accomplish their common purposes.

IV. Responsibilities Under the Covenant

A. Rhodes College. The Board of Trustees of the College has adopted a Statement of Christian Commitment and Church Relationship that provides the background for these responsibilities of the College under the Covenant:

1. To provide opportunities for corporate worship.
2. To demonstrate active concern for social justice and human mercy.
3. To conduct an educational program in which a large majority of the faculty are Christians; to insist on freedom of inquiry for the faculty and students; to create a climate in which the Christian faith is reasonably and persuasively presented without pressing for acceptance; and to explore the relationships between religion and other facets of life.
4. To express personal concern for students.
5. To require study of the Bible and its relationship with history and culture.
6. To provide intellectual stimulus to the Church through research, publication, and by providing leaders, library and location for Church education conferences.
7. To educate students to become leaders in the Church and in society.

8. To work toward the effective recruitment of racial ethnic persons at every level of the College's life.
 9. To maintain Christian governance and leadership by maintaining the practice that a large majority of Trustees and administrators be Christians.
 10. To provide services to the Church such as preachers for pulpit supply, the Rhodes College Singers, and leadership for Church conferences and councils.
 11. To provide Synod with a report of the campus ministry program and activities of the College in its Annual Report to the Synod; and other reports as are deemed useful.
- B. Synod of Living Waters. The Synod of Living Waters is a governing body of the Presbyterian Church, U.S.A. as defined in the Book of Order, Chapter XII (G-12.0000) with jurisdiction as set forth in BO IX. As a governing body of the Church, the Synod is committed to and expresses the functions of the Church as stated in the BO I.

It seeks to be faithful to Jesus Christ and His Mission as set forth in Scripture and as revealed as a gift of the Holy Spirit. It believes that the rich diversity existing within its bounds is a clue to its effectiveness in fulfilling its mission. This mission is pursued, among other ways, "by providing for a ministry in higher education."

In fulfilling the responsibilities of this covenant, the Synod of Living Waters agrees to:

1. Communicate to church governing bodies and congregations an understanding of Rhodes as a church-related college which provides students with an experience of living in a Christian community of sensitivity, mutual concern, and awareness of the needs of the world, and which emphasizes developing the whole person: physically, spiritually, intellectually.
 2. Work with Rhodes in the recruitment of students for enrollment in the College. The Church vitally aids in determining the level and quality of enrollment and the character of the institution.
 3. Encourage financial support for Rhodes by encouraging support by Presbyterians within the Synod of the College's capital funds programs and planned giving programs through trusts, wills, and bequests. Rhodes will consult with Synod about campaigns among governing bodies within the bounds of Synod.
- C. Each party affirms the purpose of the other and hereby covenants to support and encourage the other in pursuing their missions.

V. Mutual Understanding and Accountability

A. Election of Members of the Board of Trustees.

No Synod-elected Trustees.

B. Disposition of Property

If Rhodes should cease to operate as an institution of higher learning, the Board of Trustees of the College will determine the disposition of property, except to the extent that donors have imposed restrictive reversion clauses on their individual gifts to the College.

C. Accountability and Communication.

Both parties agree to provide regular and formal channels of communication including:

1. Rhodes will provide the Synod with copies of its Annual Audit, Minutes of its Board meetings, and other significant documents.
2. The Synod will provide Rhodes with copies of its Annual Audit, Minutes of Synod meetings, and other significant documents.
3. The text of this covenant shall be printed in the minutes of the Synod of Living Waters and in the Rhodes College Handbook, and shall be summarized in the Rhodes catalogue and made available to members of the administration, faculty, staff and to other constituencies as deemed appropriate.

D. Review and Amendment of the Covenant.

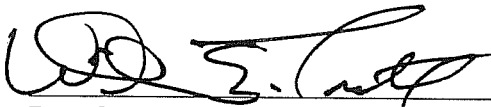
1. This Covenant may be reviewed as deemed necessary by the College or the Synod by a team composed of persons appointed by the Synod and persons by the College's Board of Trustees.
2. This Covenant may be amended by the Synod of Living Waters and the Board of Rhodes College.

IV. Formal Approval

This Covenant shall be effective upon formal approval by the Synod of Living Waters and the Board of Trustees of Rhodes College.

The Synod of Living Waters and Rhodes College do so covenant and agree:

REPRESENTING
RHODES COLLEGE



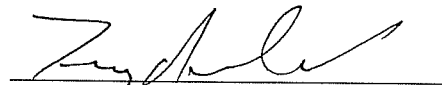
President



Chair, Board of Directors

Date: October 10, 2007

REPRESENTING THE
SYNOD OF LIVING WATERS



Synod Executive



Stated Clerk of the Synod

Date: 1/31/2008

