

WORKING DRAFT for the subcommittee. Not binding. Comments and edits welcome directly in this document.

MEMORANDUM OF UNDERSTANDING

Establishing a Covenant Partnership for the Campus at 1667 Miramonte Avenue, Mountain View

Except the LORD build the house, they labour in vain that build it.

Psalm 127:1

A threefold cord is not quickly broken.

Ecclesiastes 4:12

Parties

The First Presbyterian Church Mountain View (“First Presbyterian” or “FPCMV”), a congregation of The Presbytery of San Jose (“the Presbytery”) of the Presbyterian Church (U.S.A.) (the “PCUSA”), occupying and ministering from the campus at 1667 Miramonte Avenue.

Menlo Church, a congregation of ECO: A Covenant Order of Evangelical Presbyterians, occupying and ministering from the same campus.

FPCMV holds the deed to the property at 1667 Miramonte Ave in Mountain View, which is held in trust to the PCUSA, represented here by the Presbytery.

Effective upon affirmation by each party. Draft of August 2026, version 0.2.

1. Why we are doing this

Everything in the lease that follows should be traceable to something in this section. If a term cannot be explained by the purpose named here, it does not belong in the lease. The purpose of this document is to define the heart, and purpose behind this relationship, where we are committing future generations to this relationship, where the individuals currently working to define this relationship may never meet or have any knowledge of those future generations.

The ground we serve. The Bay Area is among the hardest ground for Christian ministry in the country. It is wealthy, transient, highly credentialed, and confident. People arrive for work and leave within a few years. Achievement functions as its own gospel. The church here contends less with hostility than with irrelevance and exhaustion.

Paul knew a city like this. Corinth was rich, cosmopolitan, and restless, a port where money and ideas moved faster than roots could form, and the church he planted there fractured into parties named for their favorite teachers. Paul's answer was to ask whether Christ had been divided, and then to say what he and Apollos actually were: one had planted, the other had watered, and God had given the growth. Neither finished the work. Neither owned the field.

Two congregations share this campus. Neither will finish the work here.

Shared history. First Presbyterian has borne witness from this corner for nearly 70 years. Menlo was formed in the same Presbyterian tradition and shaped by the same confessions. Whatever has since separated the two bodies institutionally, the two bodies did not come from different rivers.

Shared difficulty. The ground described above has been hard on both congregations, and neither comes to this table as the strong party helping the weak one. They meet as equals, each holding something the other needs.

Shared calling and mission. Both congregations exist to make Christ known in this valley, and neither is anywhere near finishing. Millions of people live within an hour of this corner, few of whom belong to any church. The field is not small enough for these two congregations to be each other's competition.

The two congregations should name plainly what they are up against, and it is not one another. Paul told the Ephesians that the struggle is not against flesh and blood. Here it takes the form of a region that is busy, mobile, self-sufficient, and quietly certain it needs nothing. That is the work. Anything that turns two churches inward, toward managing each other, is a loss to the mission whatever it does for the balance sheet.

Both congregations also serve, in large part, the same people. The families in these neighborhoods do not sort themselves neatly between them. Children attend the preschool here and worship here. The neighborhood does not see two churches at this address; it sees a campus, and what happens on it reflects on both. Their standing in this city is already joined, whether or not they choose partnership.

The question this partnership answers is not how two congregations divide a field. It is whether a shared campus lets each congregation do more of what it was called to do than it could do apart.

Shared resources. This campus holds more capacity than any one body is using. One party has ground and long-standing roots; the other has people and means to invest. Stewardship of what God has given each points toward sharing rather than duplicating, and toward a campus in fuller use for ministry than either could achieve alone.

What Menlo hopes for First Presbyterian. Menlo says this plainly, because it's Menlo's to say. Menlo's hope is not for a partner that accommodates it. It is for a First Presbyterian that is stronger in ninety years than it is today: larger, more deeply rooted in this neighborhood, and unmistakably itself. If this arrangement leaves First Presbyterian diminished, it will have failed no matter what it does for Menlo. Menlo would rather say that at the beginning than be asked about it later.

Ecumenical possibility. Two Presbyterian bodies that took different paths, choosing to share a campus and a measure of ministry, is itself a witness in a fractured age. We hold this partnership in an ecumenical spirit: not the erasure of difference, but unity in distinction, pursued as far as conscience allows, for the sake of the one whose body both belong to.

Assuming the best. We commit to reading and treating one another charitably, kindly, and respectfully with grace. When something lands badly, our first assumption will be misunderstanding rather than intent, and we will ask before we conclude. We expect this commitment to be tested more than any other in this document.

2. Why we call it a covenant partnership

We chose these two words deliberately, and they are worth explaining, because they shape every term that follows.

Covenant. A contract is an agreement between parties who protect themselves from one another. A covenant is an agreement between parties who bind themselves to one another. Contracts end when they are breached; covenants contemplate repair. The difference shows up in what each asks: a contract asks what happens if this fails, a covenant asks when and how we serve each other.

The word is native to both traditions. Reformed theology is covenant theology: God binds himself to a people by grace and keeps faith across generations, including when the people do not. The word sits in the name of the order Menlo now belongs to. Both congregations baptize into a covenant they did not initiate and cannot dissolve.

Partnership. Paul thanked the Philippians for their partnership in the gospel from the first day until then, using a word that means shared work, shared cost, and shared risk rather than mutual goodwill. A partnership carries real obligations running both directions, and each partner remains itself.

We should also say what these words do not mean. Neither congregation surrenders its identity, governance, or voice. The covenant language carries no implication that a future parting would be a moral failure, and nothing in it should be read as making separation shameful rather than sober.

The terms “landlord” and “tenant” are accurate, but cannot carry what we are attempting or intend. A lease can allocate cost. It cannot ask two churches to assume the best of one another, to repair what they break, or to plan for successors they will never meet. That is what the covenant is for, and it is why this memorandum comes before the lease rather than after it.

3. What this document is

This memorandum sets out the shared understanding among First Presbyterian, Menlo Church, and the Presbytery regarding the campus at 1667 Miramonte Avenue, and the partnership the three parties intend to build there.

It is not a lease, and it is not legally binding. It comes first with purpose. A lease can only allocate costs and obligations; it cannot say why three bodies chose one another. This document names the purpose, the posture, and the honest realities each party brings, so that the lease which follows is built on something the three of us have already agreed to.

Where this memorandum and any executed lease differ, the lease governs as a legal matter. This document governs what we meant.

4. Who we are, and what we are not doing

First Presbyterian has followed its mission to make Christ known for 175 years, and from this campus since 1959. Menlo Church seeks to bring hope to everyone across the Bay Area. The Presbytery exists to

support congregations in reaching all people in the name of Jesus Christ, and stewards the property of FPCMV, which is held in trust to the PCUSA.

These are three distinct callings, and this partnership does not merge them. Neither congregation surrenders its identity, its governance, its worship, or its voice. What we are building is unity in distinction: two congregations and a presbytery sharing a campus and, where it serves the gospel, sharing ministry, while each remains fully itself.

We expect this to show up in tangible ways over time, including shared services at moments in the church calendar and, where both congregations desire it, shared work in areas such as children's ministry. Those are expressions of the partnership rather than steps toward becoming one church.

FPCMV believes that this partnership can strengthen our vision of making Jesus Christ known so that people, families, communities and nations (in a multi-cultural, multi-generational environment) are Anchored in Hope, Growing in Love, and Pursuing God's Purpose for our authentic and meaningful lives.

The Presbytery participates in this partnership to honor the intent of the offerings that planted the Presbyterian ministry at this Mountain View campus, in trust to the ongoing work of the PCUSA. We seek to connect the gifts of our faith ancestors with the as-yet unknown faith descendants with intentionality and hope.

5. Where we differ, and what holds

While Menlo Church is no longer a part of the PCUSA and this change took place many years ago, it still carries weight for many in both congregations. Approaching this reality in a spirit of curiosity and humility is essential for an ongoing relationship.

Even so, what holds these two congregations together is older and wider than what divides them. Both traditions stand in the Reformed stream, hold the same Scriptures as authoritative, and recognize one another's baptism and communion. Both inherit the same principle of Presbyterian order: that God alone is Lord of the conscience, and that there are truths and forms about which people of good character may differ, calling for mutual forbearance rather than the severing of fellowship.

Jesus prayed for his followers that they may all be one, so that the world may believe. This partnership is a small witness of that kind: two Presbyterian bodies that took different paths, sharing one campus. They intend to work together as far as conscience allows, and where it does not, to say so plainly, in charity, and without severing what remains.

6. What we are honest about

Congregations often find it difficult to speak plainly about money and self-interest. We have agreed that naming these things openly dissipates tension rather than creating it, and that a partnership built on unspoken assumptions will not survive decades.

So we state the following plainly:

- Menlo would invest significant donor funds into a campus it will not own. Menlo has a duty to those donors to ensure that investment is protected and serves the ministry for a long horizon.
- First Presbyterian has a legitimate concern about being overshadowed, displaced on its own campus, and about remaining fully itself in the presence of a larger partner. That concern is reasonable, and this partnership must answer it.
- The Presbytery holds title in trust and bears responsibility for the property's long-term stewardship and for the mission integrity of what happens on it.
- Each party's financial position will change over decades in ways none of us can predict. Planning for that is ordinary stewardship.

7. The preschool

Little Acorn Preschool is a daily presence on this campus in a way neither congregation is. It is not a party to this memorandum while being affected by nearly everything in it. We name it here, so that it is not treated as a detail of the lease.

The playground was given in memory of a teacher, and gifts of that kind carry intent that outlives the giver. We intend that the preschool's place here be treated as an established ministry rather than as space available for reallocation, and that its leadership be heard directly when decisions affect it rather than represented secondhand.

Whatever cost-sharing structure the lease adopts has to work for a preschool budget, which is not a church budget. We would rather design for that at the start than discover it afterward.

8. How the campus is shared

The campus serves multiple ministries, including the worship and programs of both congregations and the Little Acorn Preschool. Shared use requires clarity about space, calendar, and cost, held in a way that treats each ministry as legitimate rather than as competing for the same rooms or resources.

Neither congregation is a guest here. First Presbyterian has ministered to Mountain View for 175 years and from this campus location since 1959, and Menlo is a long-term partner investing in its future. Established, recurring ministry use of either congregation should be treated as settled rather than renegotiated each year.

The campus also serves the neighborhood, including community groups and users beyond the three parties. We intend that shared-use arrangements preserve rather than crowd out that hospitality.

Improvements to the campus, whoever funds them, are made to a property the Presbytery holds and First Presbyterian occupies. Anything built remains part of the campus rather than the property of the party that funded it.

9. What the lease will address

This memorandum settles no terms. The lease will address legal terms with details, and the parties expect that work to fall into three areas. What follows names the principles we bring to each; the provisions themselves belong in the lease.

Capital investment and its use. Menlo is contributing capital to this campus, so this principle speaks about Menlo specifically. Menlo anticipates a capital contribution toward the shared campus. Because Menlo will not hold title, the purpose and use of that contribution is agreed among the parties rather than directed by any one of them, and the scale of what Menlo can responsibly commit is tied to the length and security of the covenant partnership and lease arrangement. The lease shall govern how Menlo's capital investment is treated, should the covenant partnership end. Menlo will not own title to what is built or improved on the campus, and Menlo asks in return some level of assurance rather than equity: a time horizon long enough, and protection firm enough, that the investment serves our joint ministries over generations.

Financial terms and length. We intend lease terms that both congregations can budget for across decades, with clearly understood and objectively defined adjustment mechanisms.

Operating agreement. The lease will further define how all parties will work together day to day for our shared Mission: including the use of spaces, calendaring, allocation of shared operating costs, shared maintenance, and who carries what. We intend that shared costs be allocated on an equitable and mutually agreed upon basis, using transparent and verifiable methods.

10. How we talk to each other

Most damage in shared ministry comes from silence rather than disagreement. Congregations need time to process change, and people need room to grieve what shifts, even when the change is for the better.

These parties therefore commit to communicate developments to their congregations in a coordinated and collaborative way, so that both congregations can aim towards clarity rather than frustration. We also commit to raise concerns with one another in a timely manner rather than allowing them to accumulate until a formal meeting.

11. When something goes wrong

Offenses will occur. Some will be unintentional, arising from misunderstanding about how space or resources should be used. We have seen how a small act can cause lasting distrust when it is not addressed.

The parties commit to naming such moments and histories directly to one another and to repairing them, rather than absorbing them silently. We intend the lease to define a path for this, and we intend the practice to be ordinary rather than exceptional.

The parties therefore intend a clear order for matters that cannot be settled directly. First, conversation between the parties themselves. Then mediation. Then arbitration. Recourse to the courts is a last resort; we consider reaching this point as a failure of this covenant.

In a covenant partnership, we seek to support, grow, and fight for the relationship. We intend to know and support one another. Partners who are honest with one another will occasionally disagree; the question is where and how the covenant partnership moves forward for generations to come.

12. Long-term partnership

We intend to approach this relationship as a long-term partnership. We contemplate an initial 33-year lease term, with the possibility the parties could continue the lease well beyond that. Over a period of decades, a congregation can change substantially: in size, in leadership, in worship, in the neighborhood around it, in what it is able to sustain. Neither party can honestly promise who, or how it will exist at the end of this partnership.

We therefore intend that any future lease accounts for change rather than assume its absence. That includes what happens if a congregation grows or declines significantly, if its financial capacity shifts, if its leadership or denominational relationship moves, if there is a gross violation of trust that may affect the shared ministry across any of the three partners, or impact the community, if its use of the campus changes in kind rather than degree, or if the needs of this place move beyond what either of us now foresees. Different kinds of violations of trust require different levels of attention and conversations across all parties and is based in trust and transparency. If we think that something may damage the shared mission, we would expect that party to bring it to the table with other parties in conversation and transparency and work together to come to the best repair with the greater mission in mind. To the degree it may be required, confidentiality would be discussed and communication planned together as appropriate (see *Appendix A*).

We also recognize that our congregations hold some non-essential beliefs that are not aligned. We therefore acknowledge that these differences exist and commit to work together in earnest to negotiate solutions in which neither party feels forced to compromise their respective beliefs.

13. How we govern this together

The parties in this agreement intend a standing trilateral table at which the three bodies meet to steward their covenant partnership, review how these arrangements are working, and address matters before they become disputes.

14. What happens next

The current lease expires in May 2029, and this work is aimed at what follows it. The parties are drafting a lease concurrently with this memorandum, so that what is affirmed here remains grounded in terms that are workable. This memorandum will be presented to the Presbytery for affirmation in November, with the lease to follow.

Affirmation of this memorandum expresses the Presbytery's commitment to the partnership's purpose and posture. It does not commit any party to specific lease terms, which remain subject to negotiation and to each body's own approval processes.

15. Affirmation

By affirming this memorandum, each body expresses its commitment to the purpose and posture described here, and its intention to negotiate the lease that follows on this foundation. Anything herein to the contrary notwithstanding, this memorandum creates no legal rights or obligations and binds no party to any particular lease or other terms. It is intended that all legal rights and obligations between or among the parties will come into existence only when a definitive lease agreement is signed and delivered. The legal rights and obligations of each party shall then be only those which are set forth in a definitive lease agreement.

Affirmed by:

[The First Presbyterian Church of Mountain View: Pastor and Moderator of Session, and Clerk of Session, on action of the Session.]

[Menlo Church: Lead Pastor and Clerk of Session, on action of the Session.]

[The Presbytery of San Jose: Moderator, attested by the Stated Clerk, on action of the Presbytery.]

Date of affirmation by each body to be recorded above.

Appendix A: The Trilateral Table

Composition. Each of the three bodies, Menlo Church, The First Presbyterian Church of Mountain View, and The Presbytery of San Jose, appoints two representatives to the table. How each body selects its representatives is its own to decide, consistent with its own governance. What matters across all three is that representatives carry their governing board's mandate: they speak and negotiate at the table only within what their board has authorized, not independently of it.

Cadence. The table meets at least once a year, more often if needed. Meetings over a meal are encouraged.