

Guidelines for Mission Leadership

Legal Relationship Between Mission and Diocese

_____ Episcopal Church, _____, Colorado is a Diocesan Mission created by The Bishop and Diocese of Colorado ("Bishop and Diocese" or "Diocese of Colorado") which is a Colorado nonprofit corporation formed to administer the temporal activities and relationships of the Episcopal Church in the Diocese of Colorado.

_____ is organized as a Diocesan mission exclusively for religious, charitable, and educational purposes, to provide and operate the programs, sacraments, services and outreach of the Episcopal Church in the Diocese of Colorado in and around _____, Colorado.

_____ may participate in all educational, sacramental, administrative, risk management and other offerings of the Diocese of Colorado to the same extent as parishes, subject only to any restrictions stated in the National and Diocesan Canons and in this memorandum.

The Bishop's Committee shall, with the assistance of the congregation of _____, the Canon Missioner, and the Diocese of Colorado, act as an outpost for mission and evangelism in _____ Colorado, growing as much as possible the body of Christ and commemorating the words and deeds of our Lord Jesus Christ in the _____ community and the world, in accordance with the National and Diocesan Canons.

_____ was authorized as a diocesan mission congregation by the Standing Committee of the Bishop and Diocese in accordance with Canon 13 of the Diocesan Canons. As such, it shall be under the supervision and control of the Bishop and the Standing Committee in all respects.

As a Diocesan Mission, _____ Episcopal Church is an operating division of the Bishop and Diocese, and is subject in all respects to the civil and ecclesiastical authority and control of the Bishop and Diocese. As an arm of the Diocese, it, of course, is expected to always act in accordance with the Constitution and Canons of the Episcopal Church in the United States of America (the "National Canons, as well as the Constitution and Canons for the Diocese of Colorado (the "Diocesan Canons"). In the event of a conflict between the canons and the guidelines set forth herein, the canons shall control.

The day to day management of the affairs of _____ Mission is under the direction of the Vicar, subject to the advice and consent, of the Bishop's Committee.

_____ is not an independent entity – it is not a nonprofit corporation. Except as set forth in this paragraph, it can not enter into contracts in its own name. Subject to the restrictions described in these guidelines, _____ shall have the limited authority to enter into contracts on behalf of the Bishop and Diocese of Colorado, d/b/_____ Episcopal Church of _____ for those purchases, employment arrangements, independent contractor arrangements, insurance contracts, property improvements and other arrangements (up to five thousand dollars) which may be reasonable and necessary to carry out the purposes in and around _____, Colorado for which _____ was established.

The Bishop's Committee .

The Bishop's Committee of _____ is the agent of the Bishop and Diocese for all purposes and functions related to the operation of _____ Episcopal Church of _____, as described in these guidelines. Nonetheless, the Bishop's Committee shall have no authority to bind, warrant, require action of, insure, or take any other action on behalf of the Bishop and Diocese except as specifically authorized by the appropriate officers of the Diocese.

The Members of the Bishop's Committee shall be appointed annually by the Bishop of the Diocese of Colorado and shall serve until they are individually replaced by the Bishop. The Bishop's Committee shall consist of no fewer than five and no more than _12_ persons, who shall be individually qualified to serve on the Committee in accord with canon law and the National and Diocesan Canons. Replacements for the members of the Committee shall be appointed by the Bishop.

The Bishop's Committee shall meet regularly. The Bishop's Committee shall regularly provide its Treasurer's quarterly income and expense statement for _____ mission to the Canon Missioner of the Diocese of Colorado. Representatives of the mission shall attend the annual convention of the Diocese of Colorado.

Ownership and Restrictions on Property

All real or personal property and easements owned, leased, obtained by gift or bequest, or otherwise held in whole or in part for the benefit of _____ shall be titled in the name of the Bishop and Diocese of Colorado. The legal name for such title shall be "The Bishop and Diocese of Colorado, d/b/a _____ Episcopal Church of _____." All documents relating to ownership of such property shall reflect such title.

_____ may not a) alienate or encumber its real property, or b) incur any indebtedness in an amount greater than Five Thousand Dollars secured by the personal property in its possession except by leave of written consents granted by the Standing Committee of the Diocese of Colorado. _____ hereby authorizes the Diocese of Colorado to take such actions as may be necessary or reasonable to provide notice of this restriction on alienation and encumbrance in the title records of the real property in the possession of _____, in the property and security recording records of the Colorado Secretary of State, or in any other appropriate forum.

_____ shall obtain the approval of the Standing Committee of the Diocese of Colorado prior to acceptance of any interest in real property or anything other than an unrestricted gift or cash, or prior to acceptance of any conditional gift of value in excess of Five Thousand Dollars.

Vicar and Employees

The Vicar of _____ and any other clergy who shall celebrate the Sacraments at _____ shall be appointed, employed, supervised (if parochial mission, the rector of sponsoring parish), and if necessary removed, by the Bishop. Annual written goals and objectives shall be adopted in accordance with Canon 16 of the Diocesan Canons. The Vicar of _____ and all clergy who shall regularly celebrate the Sacraments at _____ shall be canonically resident in the Diocese of Colorado and shall be extended all pension and other benefits extended to regular clergy within the Diocese. Notwithstanding the above, with the approval of the Vicar of _____, a) a supply priest may serve such Sacraments on an occasional basis, and b) other clergy may assist in the performance of the Sacraments as allowed under the National and Diocesan Canons.

All persons employed to carry out the purposes of _____

shall be at-will employees of the Bishop and Diocese of Colorado. The Bishop's Committee shall provide a list of all employees to the Chief Financial Officer of the Diocese of Colorado in such form as he or shall may require, shall maintain such list current at all times, and shall promptly notify the Chief Financial Officer in the case of any employment hiring or transitions. The Treasurer of the Bishop's Committee shall maintain and provide upon request to the Chief Financial Officer of the Diocese all customary information about wages, salaries and benefits paid to such employees. All payroll will be done with an independent ID # through Episcopal Payroll Services on behalf of the Diocese.

Financial Support of Diocese

The Standing Committee of the Bishop and Diocese or the Region shall annually approve and disburse such financial support for _____ as the Standing Committee or Region may determine in its sole discretion. Such financial support, if any, shall be based upon budget information provided by the Bishop's Committee in accordance with this Agreement, and may include terms for periodic disbursements, repayment or other arrangements as the Standing Committee or Region may determine.

Where appropriate, as determined by the Chief Financial Officer of the Diocese of Colorado, _____ may utilize the tax exempt status of the Diocese of Colorado to obtain tax exemption and provide evidence of tax deductible status for any real and personal property.

Organization of Bishop's Committee

The Vicar of _____ shall serve as the chairperson of the Bishop's Committee. The Vicar shall appoint a Bishop's Warden with the Bishop's approval. The Bishop's Committee shall select a Clerk, and a Treasurer, and may appoint other officers or agents as described in the Rules of Order. Subject to any restrictions stated in this agreement and in the National and Diocesan Canons, the Vicar and Bishop's Warden are authorized to act as the officers of _____ and agents of the Diocese to sign all contracts and other documents as may be required or appropriate for the operation of the Mission.

The Bishops' Committee shall enact rules of order for its operations, including, without limitation, rules as to notice of meetings, quorum requirements, attendance, the ability to take action without a meeting (with the written consent of all members of the Bishop's Committee), committees, frequency of meetings, etc. All rules of order are subject to the approval of the Bishop.

Duties of Bishop's Committee

The Bishop's Committee shall use its best efforts to cause the buildings, grounds, and other real property used for the Mission to be maintained in good repair and safe condition and to be free from desecration.

The Bishop's Committee shall use its best efforts to cause the equipment, supplies, tools, fixtures and furnishings used for the purposes of the Diocesan Mission to be maintained in good repair and safe condition and shall prevent their alienation or use for purposes not associated with the activities of the Mission.

Unless otherwise provided by a third party pursuant to a lease or other agreement, _____ shall be responsible for payment of all utilities, building services and supplies which are reasonably necessary for the proper and efficient operation of the Mission, including water, gas, heat, air conditioning, power, light, telephone, janitorial and maintenance services, telephone answering services, signs, and similar items.

The Bishop's Committee shall comply with all policies and procedures adopted by the Standing Committee and applicable to Diocesan Missions, including without limitation the Policies for Parish Ministries with Children or Youth.

_____ shall comply with all canonical requirements of Diocesan Missions, including the provisions of Canon 13, section 2 of the Canons for the Government of the Episcopal Church in the Diocese of Colorado, as it may be amended from time to time. At the time of the initiation of this Agreement, these provisions require that _____ shall annually: a) hold a canvass of its membership, or exercise other means of raising financial support for the mission; b) obtain a canonical audit of its finances, and prepare a parochial report in the forms required by the Diocese of Colorado; and c) hold an annual meeting in accordance with the Rules of Order to discuss matters of governance of the mission and to accept an annual budget.

Financial Controls and Record Keeping

_____ Treasurer shall have custody of all funds of the parish, keep financial records and issue reports on the same as requested by the Vicar, the Bishop's Warden, or the Bishop. The Treasurer shall maintain the books and records of the Mission in accordance with the Manual of

Business Methods and Church Affairs, and shall report to the Bishop's Committee with a monthly profit and loss statement and balance sheet.

The Clerk shall record and publish all meetings of the Bishop's Committee and membership of the Mission, preserve the records of the Mission, and have such other duties as may be prescribed by the Vicar. The most recent report of the Clerk shall be posted within the church building, or published in a newsletter or other document regularly circulated to all members. The Clerk shall maintain and provide to the Diocese of Colorado the usual and customary parochial records concerning the membership and participant in the sacraments of the members of the _____ congregation.

The Bishop's Committee shall deposit all funds held in trust, endowment or permanent demarcation, and all securities represented by physical evidence of ownership or indebtedness, in a national and state licensed and accredited banking institution approved by the Bishop and Diocese, and shall in all other respects comply with the terms of National Canon 7. All depository agreements with banking or other financial or investment institutions shall require two signatures on any order of withdrawal of funds, except that the Treasurer and Vicar may have single signature authority for withdrawals or orders for funds used for customary operating expenses up to the amount of Five Thousand Dollars.

The Diocese of Colorado and _____ shall establish one or more bank accounts in the name of The Bishop and Diocese of Colorado d/b/a _____ Episcopal Church _____, at a bank or other financial institution chosen jointly by the parties. Such bank accounts shall be used solely for depositing the collections received by the Mission and paying the expenses of the Mission as reflected in the budget or specifically approved by the Bishop's Committee. The Chief Financial Officer of the Diocese will also be a signatory on this account.

All funds received by _____ for purposes other than operating expenditures shall be deposited promptly in an endowment account with the Colorado Episcopal Foundation. Should _____ Mission be discontinued by the Diocese of Colorado, the funds held in such endowment account shall be redirected at the sole discretion of the Bishop of Colorado, after listening to advice from the final _____ Bishop Committee.

All records of the mission shall be and remain the property of the Diocese of Colorado. The Bishop's Committee shall take due care to

safeguard the confidentiality of records for which a reasonable expectation of privacy is customary.

Insurance and Indemnification

The Bishop's Committee shall approve and procure policies for property and casualty insurance in such amounts as may be reasonably necessary to insure the value of the properties procured pursuant to this Agreement. For real estate assets, the insurance shall cover replacement value And state that the insured is the Bishop and Diocese of Colorado. For casualty, the mission shall adhere to the minimum insurance guidelines approved by the Standing Committee.

The Bishop's Committee shall be considered the agents of the Diocese for purposes of the coverage provided under the Director's and Officers Insurance procured by the Standing Committee. Members of the Bishop's Committee shall be indemnified by the Bishop and Diocese of Colorado to the extent of insurance coverage for actions taken in good faith, but indemnification shall not apply to: a) any Bishop's Committee member's breach of the duty of loyalty; b) any act or omission not undertaken in good faith or which constitutes intentional misconduct or a knowing violation of law or this agreement, or c) any transaction from which a member derives, directly or indirectly, an improper personal benefit.

Bishop's Right to Modify Guidelines

The guidelines set forth in this memorandum may be modified or amended at any time at the sole discretion of the Bishop of the Diocese of Colorado, and the Bishop's Committee may be dissolved or modified at that time as the Bishop solely determines. No judicial oversight of this decision shall be permitted to prevail over this decision, which shall be conclusively presumed to be canonical in nature. Should the members of the Bishop's Committee withdraw from participation in the Episcopal Church or the Diocese of Colorado, all property, rights, funds, liabilities, expectancies and relationships of _____ Episcopal Church shall automatically revert to the Diocese of Colorado, and the limited agency granted to the Bishop's Committee hereunder shall terminate.