



DIOCESE OF RENO

PASTOR AND ADMINISTRATOR

HANDBOOK

AND

QUICK REFERENCE GUIDE

2016

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INTRODUCTION

This Handbook is intended for Priest and Administrators of Parishes. **It is designed to be a quick reference guide to answer questions and procedures that may arise in their ministry.**

The handbook will contain references to the existing Diocesan Policy Manuals (DP = Diocesan Policy Manual and LEM = Lay Employee Handbook), so that more detailed explanations may be found.

It is also an opportunity to remind all priests and administrators that the Pastoral Center is here to be called upon, and for any questions that may arise. There are certain situations, i.e. construction projects, termination of employees, etc. where the Pastoral Center **must** be the first contact made by the priest and/or administrator.

Quick Reference Phone Numbers

Chancellor	775-326-9429
CFO	775-326-9420
Payroll/Benefits	775-326-9424
Safe Environment	775-326-9445
CSA/Construction	775-326-9432

I – Parish Personnel

Section A – Parish Staff

Section B – Lay Employees/Volunteers

Section C – Payroll System

Section D - Employee Grievances

Section E - Safe Environment

I-A PARISH STAFF (DP III-C)

1. Pastors are responsible that all staff members are qualified and certified.
2. Pastors should have regular meetings with all members of the parish staff to discuss parish matters and to plan pastoral work.

I-B LAY EMPLOYEES/VOLUNTEERS (DP V; LEM I through IX)

1. Employee Status Definitions
 - a. Full Time and Part Time
 - i. Full Time employees consistently work 35 hours per week and are entitled to full benefits
 - ii. Part Time Employees
 1. Employees are those that work consistently over 20 hours but less than 30 hours per week, and are entitled to pension, sick leave and vacation time, but no health benefits
 2. Part Time employees consistently work less than 20 hours per week and are not entitled to benefits.
 - b. Exempt and Non-Exempt
 - i. Exempt employees are full time employees who have major responsibilities and have staff reporting to them. Currently, they do not fill out their hours on time sheets, but only their vacation and sick leave.
 - ii. Non-Exempt employees include all support staff. They must fill out a time sheet for every pay period that includes their hours worked, time off, lunch break, vacation and sick leave.
 - c. Independent Contractors are those who do work for the parish and/or school, who provide their own materials, but are not to be on the parish payroll. These persons must complete a W-9, will be issued a 1099, which are retained at the parish. Please read **Appendix V** for clarifications
2. Hiring New Staff
 - a. Process
 - i. A position with a job description ideally is to be advertised
 - ii. A search committee is recommended for positions such as DRE or bookkeeper, or any responsibility that involves money or supervising others.
 - iii. All persons must fill out an application.
 1. Applications for those who were not hired must be retained on file for at least six (6) months after the process is complete
 2. Applications of those hired must retained for 5 years
 3. Applications can be found at <http://renodiocese.org/jobopenings>
 - iv. Reference and background checks must be completed during the interview/search process.
 - v. During the interview process the applicant's right to privacy is protected. Any questions concerning age, marital status, disabilities, matters of

conscience, when they graduated from college/school, pregnancy, politics and other similar issues are NOT to be asked (**See Appendix I**)

- vi. Persons with disabilities may not be discriminated against, the employer must be able to make reasonable accommodations for any person with a disability
- vii. An offer letter that explains the start date, salary, benefits, employee status and supervisor is written and asked to be signed by the new hire (**Appendix VI**)
- viii. The new hire must complete the Safe Environment Training
- ix. The Pastor provides a New Hire Packet, which is completed and sent to the Finance Department at the Pastoral Center.

b. Paperwork

- i. All new employees must be given copies of the Lay Employee Handbook
- ii. All employees must sign that they have read the above document and the confidentiality agreement, and the signed pages are placed and sent to the Finance Department and placed in their personnel file.

3. On-going Employment of Staff

a. Time Sheets/Payroll

- i. As required by the parish services agreement, payroll is administered through the diocese.
- ii. Each pay period the parish/school sends to the diocese the monies to cover its payroll
- iii. All employees must fill out time sheets as follows:
 - 1. Exempt only provide time off hours.
 - 2. Non-Exempt must record hours worked and time off taken, including all breaks
 - 3. Priests do not fill out time sheets.
- iv. The pastor/principal signs all time sheets which are retained at the parish

b. Evaluations and Job Descriptions

- i. All paid employees are to have a yearly evaluation
- ii. All paid employees, and ideally volunteers, are to have a job description which is kept in the individual's personnel file
- iii. The job description will include (See **Appendix II** for a sample)
 - 1. The title of the position
 - 2. The name or office of the immediate supervisor
 - 3. Paragraph generally describing the scope of the position
 - 4. List of responsibilities
- iv. The job description be reviewed and updated at each yearly evaluation

- c. Parish Personnel Files need to include: (note that anything in the file can be read by the employee)
 - i. Application, resume and names of references
 - ii. Emergency Contact Information
 - iii. Proof of Protecting God Children Program participation
 - iv. Job descriptions, evaluations and disciplinary actions.
 - v. Record of time off taken.
 - vi. Salary and benefit information
 - vii. Vacation, sick leave & other time off requests.
 - viii. Disputes, Reprimands and Grievances.
 - ix. All memos
 - d. I-9's (immigration) forms plus copies of identification are to be kept together in a separate file. Copies need to be sent to Payroll Services at the Pastoral Center.
 - e. Diocesan Personnel Files need to include
 - i. Personnel Action Requests
 - ii. W-4
 - iii. Signed documents from the Lay Employee Handbook
 - iv. Direct Deposit Forms
 - v. Health Insurance forms (employees over 29 hours)
 - vi. Authorization and Salary Redirection forms (full time employees only)
 - vii. Beneficiary Forms for the pension (only employees working 20+ hours/week)
 - f. I-9 (immigration), plus either two forms of identification or a copy of the passport are sent to the Diocese and they are also kept in a separate file
4. Disciplinary Actions
- a. Any employee who fails to perform their job or commits infractions in violation of diocesan policy is subject to disciplinary action.
 - i. First offense, the employee is notified and given a verbal warning, but a record of this verbal warning needs to be placed in their personnel file.
 - ii. Second offense, the employee is notified and a written warning with actions is provided. The employee signs that they have read the disciplinary action.
 - iii. Third offense, the employee is provided a written warning or is terminated at this point.
 - b. All disciplinary actions must be recorded and kept in the employees personnel file

- c. If an employee commits a crime, such as hurts a child or vulnerable adult, steals, or is violent, that person may be terminated without taking disciplinary actions (first consult with the CFO/Chancellor)
5. Ending Employment
- a. Employment may end voluntarily. If this happens, please see **Appendix III** for the checklist
 - i. The employee needs to provide a letter of resignation
 - ii. The CFO is contacted immediately with the effective date of the end of employment so that a final check may be issued through Payroll Services
 - b. Employment may end involuntarily. Before terminating any employee the CFO for the diocese first must be contacted.
 - i. Termination may not occur until the CFO has sought legal counsel
 - ii. All paperwork and all protocols have been followed (checklist provided in **Appendix III**)
 - c. Once an employee is terminated
 - i. The CFO must be contacted so that a final paycheck can be issued
 - ii. All the passwords need to be removed from computers and IT
 - iii. All keys are to be taken
 - iv. The former employee is to pack personal belongings in the presence of a staff person
 - d. Due to privacy there can be no discussion to staff or parish why an employee was terminated.
6. Volunteers
- a. Screening and Assignments
 - i. All need to be interviewed to determine if the person is qualified for the work, and if needed, Safe Environment Protocols applied.
 - ii. It is recommended that a “job description” for the volunteer be written.
 - b. Ending the Work
 - i. If a volunteer decides that he or she wants to resign from their work, it is recommended that a letter stating such be written by the volunteer for the records.
 - ii. At times, if a volunteer violates ethical standards, or fails to do their work well, they can be asked to resign from that work. It is recommended that a letter be written stating this.

I – C PAYROLL SYSTEM (DP V-H)

1. All clergy and lay employees of parishes, schools and agencies of the Diocese (except for casual laborers) are paid under a Diocesan computerized payroll system administered centrally by the Pastoral Center.
2. Clergy are paid once per month while lay employees are paid twice per month.

I – D EMPLOYEE GRIEVANCES (DP V-G; LEM VIII)

1. The Diocese has an internal dispute resolution process by which an employee may seek resolution of an employment related complaint.
2. Grievance Process
 - a. Employees are encouraged first to discuss informally any concerns they have with their immediate supervisor prior to initiating a formal review.
 - b. If this discussion is not successful from the employee's point of view, the employee should submit a complaint in writing to his or her supervisor with a copy to the Chancellor.
 - c. The employee should submit the written complaint within 10 working days of the incident which is the subject of the complaint. The written complaint must contain a statement of the relevant facts, identify the objections or concerns of the complaining employee, identify the violation of law, Handbook provision or Diocesan policy that the employee believes has occurred and state the remedy desired by the employee.
 - d. The supervisor has 10 working days from receipt of the written complaint to investigate and respond in writing to the employee. A copy of the supervisor's written response must be provided to the Chancellor.

I-E SAFE ENVIRONMENT (DP I-I; II-I; V-A, B, C, D, E, F; IX-A)

1. All paid personnel of the Diocese and all volunteers who have any contact with minors in the performance of their duties must participate in the Safe Environment Program. This includes all priests, deacons and seminarians.
2. Protocols
 - a. All staff and above named volunteers must submit to a background check as facilitated by the pastoral center. At times fingerprints may be required.
 - b. If a staff or volunteer receives a negative background check, the chancellor receives a confidential report from the vendor.
 - c. The chancellor will contact the priest or principal indicating that a negative report was received.
 - i. Due to Nevada Statutes the content of the report cannot be revealed by the chancellor to the priest, principal or even the employee/volunteer.
 - ii. The chancellor will indicate to the priest or principal that the person will immediately need to be removed from employment or volunteering, or
 - iii. The chancellor may indicate that the person may not drive children (such as recent and/or number of driving violations), or
 - iv. The chancellor may indicate the need to consult with the person to determine if they will voluntarily provide the information, and based upon that information determine their participation in the ministry
3. Maintaining a Safe Environment
 - a. On-going diligence at the parish/school is a priority
 - b. Ensure that all records are up to date and maintained as to who is volunteering and working on site
 - c. Ensure that all new volunteers that have any contact with children have background checks and take "Protecting God's Children"
 - d. Ensure all appropriate personnel and volunteers are up to date on their training bulletins
 - e. Ensure all personal safety classes are being taught in as part of the school or Religious Education program
4. Outside Speakers/Clergy (**DP VIII-A**)
 - a. All speakers, prayer leaders, priests, deacons are to provide a letter of good standing from their home diocese or religious communities.
 - i. This letter must be sent to the chancellor before the speaker arrives.
 - ii. The Bishop may revoke all permissions for speakers if there is no approval.
 - b. No clergy may celebrate the sacraments without having provided a letter of good standing beforehand.

- c. Visiting clergy may concelebrate with the pastor without having provided a letter of good standing, but having shown their “celebret”
 - d. Outside groups/apostolates: if any group or apostolate requests time in which to speak at a parish or school, please investigate their background and confirm with the Bishop’s office before making any agreement.
- 5. Diocesan clergy going outside of the diocese to celebrate sacraments or give a retreat/mission/conference need to provide the applicable diocese a letter of good standing.
 - a. Please contact the chancellor’s office as early as possible for this letter
 - b. A letter will be issued to the diocese and to you.
- 6. Internet access, e-mail, and social media **(DP II-I)**
 - a. Every user of the internet, e-mail and voice mail has the responsibility to maintain, enhance, and carry out the mission of the church, and to use all available electronic equipment in a productive and morally acceptable manner.
 - b. Each parish, school and diocesan employee or ministerial volunteer, for their respective ministry, shall use a parish, school or diocesan domain or a separate email that is distinct from their personal email account.
 - c. All social media pages and accounts, such as Facebook, Twitter, shall be separated from an individual personal account, and the supervisor must be on that account.
 - d. Any use of these electronic systems for personal gain is prohibited.
 - e. In the event an employee becomes aware of security breaches, viruses, spam, unsolicited obscene material, copyright infringements, hate mail or otherwise potentially violent communications or use by anyone that involves a real or apparent unacceptable use must report this to their supervisor immediately.
 - f. Contact the Diocesan Finance Department with any questions that may arise.
 - g. All computers owned by the parish are subject to inspection. No employee may presume privacy.
- 7. Report and Response to allegations of abuse **(DP V-B)**
 - a. All suspicions of sexual, physical and/or emotional abuse and neglect of a minor or vulnerable adult must be taken seriously.
 - b. All Priests, including parochial vicars, deacons, principals and teachers are considered **Mandated Reporters** according to Nevada Revised Statutes.
 - i. The Diocese of Reno also includes DREs and Youth Ministers as mandated reporters
 - ii. It is the responsibility of the Pastor to ensure that procedures take place, even if he should question the veracity of the suspicion

- iii. Therefore when any abuse of a minor or vulnerable adult is suspected, the mandated reporter has 24 hours to report to the civil authorities. Failure to do so could result in criminal charges against the mandated reporter
 - iv. Once the civil authorities are notified, the mandated reporter must notify the chancellor immediately.
 - v. The pastor or principal is to NOT conduct any investigation whatsoever.
 - vi. It is up to the civil authorities to determine whether a case is pursued or not.
 - vii. If the priest hears anything within the Sacrament of Reconciliation, this is protected by the seal and may not be divulged.
- c. If the alleged perpetrator is a volunteer or staff, that person must be removed from their ministry immediately and if an employee, placed on administrative leave. The CFO and Chancellor need to be contacted immediately.
 - d. If the alleged perpetrator is a priest, he will be removed from his parish ministry and placed on administrative leave immediately until the allegations have been resolved.

II – Parish Administration

Section A – Service Agreement with the Diocese

Section B - Stewardship of Church Property

Section C – Parish & School Administration

Section D - Collection Counting

Section E – Parish Councils/Board

Section F – Parish Organizations

Section G – Construction Projects

Section H - Grant Coordination

Section I – Missionary Cooperative Plan

Section J - Diocesan Information/Reporting Requirements

I-A SERVICE AGREEMENT WITH THE DIOCESE

1. This document outlines the services the Diocese's Pastoral Center provides for the parish corporation as well as the charges the pastoral center levies against the parish for such services.
2. Each parish corporation has a service agreement with the Diocese's Pastoral Center.
3. Parish Service Agreement Points mandating the Diocese (Pastoral Center) being the primary (initial) consultative resource in the following areas:
 - a. Liturgy & Worship
 - b. Religious Education
 - c. Special Ministries and Initiatives
 - d. Safe Environment
 - e. Human Resources
 - f. Financial & Administrative
 - g. Construction Coordination & Oversight
 - h. Stewardship, Development & Planned Giving
 - i. Real Estate Management
 - j. Legal Services

I-B STEWARDSHIP OF CHURCH PROPERTY (DP II-A; III-B)

1. All Clergy must ensure that the parish property and finances are safeguarded against loss or theft
2. Checking and Banking **(DP III-B)**
 - a. Parish bank accounts to take care of current needs shall stand in the name of the Parish Corporation.
 - b. Bank signature cards must have the Pastor, Bishop and Vice President of the Parish Corporate Board as a signatory, and all accounts shall be recorded at the Pastoral Center.
 - c. To place the names of the signatory on the check signing card, all persons must go to the bank with proper identification, and with the official minutes from the Parish Corporate Board naming the officers.
 - d. All checking, savings, Certificates of Deposit and investment accounts must have the Bishop as one of the signers.
 - e. The actual checks must include the parish name, address, etc.
 - f. Pastors or administrators are the primary signers of parish, school or other agency checks.
 - i. When circumstances warrant, persons other than those who prepare checks may be designated as signers.
 - ii. All checks must be signed by hand; **absolutely NO signature stamps are to be used.**
 - g. All checks written for more than \$5,000 require two signatures: the pastor and another check signer.
 - i. Generally the other is either from the Finance Council or the Parish Corporate Board, or a parochial vicar
 - ii. Checks may not be sent to the Pastoral Center without two signatures.
 - iii. No one who counts money or keeps an accounting of monies shall be a signatory on checking accounts.
 - h. Deposit & Loan Account: Parishes are required to deposit their excess monies [excess of six months operating expenses) within the Diocesan Deposit & Loan Account. **See your Service Agreement for specifics. (DP II-C)**
2. Deeds, Insurance and Property **(DP II-A.I)**
 - a. All deeds of transfer of property are to be sent to the Pastoral Center for examination.
 - b. All parish, institutional buildings and vehicles must be covered by such insurance as the Pastoral Center has directed.
 - c. An inventory of the contents of the church, rectory and all real property is to be on file in the parish or institution.

- i. A copy should also be in the diocesan office files.
 - ii. The inventory is to be updated every three (3) years or when there is a change of pastor or administrator.
 - iii. A separate list is made with of the clergy's personal effects
3. Contracts – Consult with the Diocese's Finance Office for all inquiries/concerns.

II-C PARISH & SCHOOL ADMINISTRATION (DP II)

1. Budgets
 - a. The fiscal year runs from July 1 through June 30 of the following year.
 - b. Each parish/school must prepare a budget and that budget must be approved by the finance council and the parish corporate board **(DP II-B)**.
 - c. Process:
 - i. It is required that the Pastor be involved in the process along with the Parish Finance Council.
 - ii. Each March/April the Diocesan Finance Office provides a worksheet with updated salary, benefits and other amounts to use in developing the budget.
 - iii. Once a budget is agreed upon by the Finance Council and the Pastor, the agreement needs to be indicated in the council meeting minutes.
 - iv. The budget is then given to the diocese and with later formal approval by the Parish's Corporate Board at its annual meeting.
2. Money Handling: To protect from accusations and theft, it is extremely important that all protocols for receiving money, especially cash are followed.
 - a. Cash Handling (not a gift)
 - i. If cash is given for stipends, donations, purchases, etc. a receipt must be provided to the person giving the cash.
 - ii. Ideally any cash received should be in the presence of another staff person.
 - iii. If no such person is around, it is suggested the person giving the money come back at another time.
 - iv. ALL cash is placed into a lockbox or safe immediately.
 - b. Check Handling
 - i. If a check is received, ensure it is made out to the parish.
 - i. If the person wants a receipt for it, provide one to them.
 - ii. Deposit the check into a lockbox or safe immediately.
3. Collections **(DP II-A.III; A.IV)**
 - b. All special collections designated by the Pastoral Center are to be taken up at all the Masses on the days assigned.
 - a. No parish is exempt from any of the assessments or collections
 - b. Second Collections
 - a. Each month the diocese takes up a second collection as designated by the USCCB.
 - b. All parishes are to take up this collection and remit the total amount to the diocese within three (3) months of when the collection was taken

so that it may in turn remit the total collection to the National Collections Dept. of the USCCB.

- c. Two collections per year remain with the diocese; Priest Relief Fund and Seminarian Fund.
 - c. At various times, the USCCB may call for an additional collection (e.g. to aid natural disasters). All parishes are asked to participate.
4. Catholic Service Appeal (CSA)
- a. The Catholic Service Appeal is an annual collection that supports the ministries of the Diocese. The collection runs from February to January of the following year.
 - b. All parishes must participate.
 - c. Each parish is assigned a goal based on their average ordinary income + CSA rebates earned over the past three (3) years.
 - d. Each parish must reach their goal or pay the diocese the amount of the shortfall.
 - e. Once a parish reaches its goal, all additional monies received are rebated back to the parish and can be used without restrictions by the parish.
 - f. All parishes are to maintain a list of parishioners for CSA through the CSA database.
5. Insurance Coverage
- a. All outside groups that use the parish property **must provide proof of insurance.**
 - a. This proof must be kept on file
 - b. If the group does not have insurance, it can be purchased from the Diocese of Reno. Contact Payroll Services at 775-326-9424
 - b. Contact the Finance Department for all questions regarding required insurance coverage for items such as special events at the parish whether parish sponsored or not, additions or deletions of parish vehicle or property items(church or rectory), etc.

II- D COLLECTION COUNTING (DP II-L)

1. Every parish shall establish a committee of volunteers from the parish who work in teams of at least two unrelated individuals on a rotating basis to count the Sunday and special collections of the parish.
2. The uncounted collection is never left in the custody of a single individual.
3. All coats, bags, and personal belongings are to be stored away from the money that is being counted.
4. Cash and checks are to be maintained in a locked safe until deposited no later than the first banking day after the collections takes place.
5. The Bookkeeper must not be either a cash counter or depositor of collections to the bank for proper segregation of duties regarding cash handling.

II-E PARISH COUNCILS/BOARD (DP III-D & E)

1. Pastoral (Parish) Council **(DP III-D)**
 - a. Each parish is to have a parish council and is to meet on a regular basis with the pastor.
 - b. The council is advisory only; it may recommend policy but does not establish it.
 - c. The parish council does not deal with personnel matters.
 - d. The parish council must be informed and approve of any capital expenditures over \$10,000
2. Finance Council **(DP III-E)**
 - a. Each parish is to have a finance council and to meet on a regular basis with the pastor.
 - b. The council is advisory only, but must approve the annual budget, and that approval is to be provided in the minutes of the meeting.
 - c. The council must be informed and approve of capital expenditures over \$10,000
 - d. The finance council does not hire nor fire, nor exercise any authority over staff and volunteers.
3. Corporate Board
 - a. Each parish is to have a corporate board.
 - b. The Board structure is:
 - i. The Bishop is the Chairman of the Board, and the Corporate member
 - ii. The pastor is the President of the Board
 - iii. The chancellor or vicar general act as the Vice-President of the Board.
 - iv. The secretary and treasurer, from the parish, are selected as an action of the Board
 - v. Other parishioners can serve as members of the board.
 - c. The corporate board must meet at least once per year.
 - d. The corporate board meets at other times as needed to discuss major expenditures or other necessary items.
 - e. Minutes of each meeting must be taken and maintained.
 - f. Refer to the Parish Corporate Board Manual for more details and responsibilities

II-F PARISH ORGANIZATIONS (DP III-H)

1. All parish organizations which use the parish name and tax exempt status of the parish must place all of its funds under the parish supervision
2. NO parish organization may maintain its own bank accounts.
3. All parish organizations under the direction of the pastor should have written security policies.
4. Constitution and bylaws for each parish organization should be on file at the parish office and retained permanently.

II-G CONSTRUCTION PROJECTS (DP II-D)

1. Before any construction/renovation project begins, the pastor must first prepare a letter of inquiry to the Bishop explaining the reasoning behind the project. **See Appendix IV for a sample letter.**
 - a. No work or contracts can be made without the expressed written consent of the bishop.
 - b. The Bishop's affirmation only guarantees that planning may move forward in accord with the protocols of the Diocesan Policy **(DP II-D)**
2. Communication with the Office of Stewardship and Development is mandatory.

II-H GRANTS (DP II-F)

1. The Office of Stewardship and Development (OSD) will coordinate all grants originating from agencies, offices, and parishes of the Diocese of Reno.
2. Unless otherwise approved by the Bishop or Chancellor, the Bishop will sign all grant requests originating from the diocesan offices.
3. The OSD will oversee and coordinate the review of the appropriate "thank you" letter to be signed by the bishop after the grant has been awarded.
4. It is essential that communication between pastor, principals and all parties be maintained so that the Diocese and Parishes can demonstrate professional attitude to the Grantee.

II-I MISSIONARY COOPERATIVE PLAN (DP II-G)

1. Each spring, the Chancellor's office provides a potential Missionary Outreach candidate to the pastor.
2. The Pastor has a certain amount of time to respond to the Chancellor if he agrees with the candidate, or would like another option.
3. **No parish may opt out of the Missionary Outreach.**
4. When the pastor's approval is received, the Chancellor notifies the various missionary communities and provides them the contact information of the parish they are assigned, as well as the protocols of the Diocese.
5. It is up to the missionary and the pastor to agree upon the weekend in which the missionary will speak, and other accommodations needed.
 - a. Generally the dates are during the summer months and early fall.
 - b. The parish may be asked to provide housing and transportation.
6. All Missionary Outreach Speakers have provided their Letter of Good Standing.
7. No speaker is permitted to directly receive funds from their second collections.
 - a. Those monies are to be collected in the designated envelopes and sent to the diocese who will forward them to the appropriate place.
 - b. The speaker may receive a personal stipend if the pastor chooses to provide it.

II-J DIOCESAN INFORMATION/REPORTING REQUIREMENTS

1. October Count
 - a. Each October all people present at the Sunday Eucharist (and Saturday Vigil) are counted
 - b. The diocese will send out a form each September with the appropriate weekends indicated
 - c. Each parish and mission must participate
 - d. All count data is returned to the Chancellor's office by the prescribed date
2. Kenedy Records
 - a. In September each parish is to report their statistics for the Kenedy Directory
 - b. The forms are mailed to each parish, and that data is to be sent to the Chancellor's office which collects all the data and submits that to the Kenedy Directory Office.
3. Annual Budget
 - a. Once a budget is completed and approved through the parish finance council, it is to be sent to the diocese.
 - b. Included with the budget should be the final financial statements for the recently concluded fiscal year.

III – Clergy Administration

Section A - Priests

Section B - Permanent Deacons

III-A Clergy Administration--Priests

1. Days off/Vacation/Sabbaticals **(DP IV-L, M, P)**
 - a. Priests are entitled to 30 days' vacation per year, but may not carry over vacation from one year to the next.
 - b. Priests may not be absent from parishes for more than seven (7) weekends within the fiscal year.
 - c. Priests are entitled to one full day off and one evening off each week.
 - d. After every ten years of service, a priest is entitled to a sabbatical.
 - e. When a priest knows that he is to be absent from the parish, or has to leave for an emergency (e.g. family funeral in another part of the country/world), it is his responsibility to find replacements and arrange for the celebrations on the weekends. He may not place this responsibility on the staff.
2. Retreat and Study Days **(DP IV-K)**
 - a. The week prior to Memorial Day all incardinated clergy are to be on retreat together.
 - b. The 3rd week of January all active clergy are to be at the Study Days.
 - c. All clergy can take an additional week of retreat during the year.
 - d. The costs of each are paid by the parish.
3. Salary **(DP IV-Q)**
 - a. All priests receive a salary paid on the last business day of the month.
 - b. There are two (2) salary tiers:
 - i. Tier 1 – priest receives a base salary and then is paid through the parish for all stipends that are legally his. All stipends collected by the priest are the property of the parish and must be turned in to the parish.
 - ii. Tier 2 – priest receives the base salary and each month is paid a flat \$400 in stipends. All stipends collected by the priest are the property of the parish and must be turned in to the parish.
 - c. Salaries are paid from the parish (source of income), but administered through the Diocesan Payroll Services.
 - d. Each priest may take a “years of service” bonus annually. This is \$30 for every year that the priest has served in the Diocese of Reno.
4. Stipends **(DP VII-J)**
 - a. All stipends belong to the parish and are due to it.
 - b. Mass Intentions & Offerings: These are all monies paid for the celebration of Sacraments, including reconciliation, weddings and funerals.
 - c. There is a set amount for the sacraments:
 - i. Baptisms, no more than \$100.

- ii. Weddings, no more than \$1,000 (the diocesan Bishop may grant an exception to this norm for particular circumstances).
 - iii. Quinceañeras offering may be no more than \$500.
- 5. Stole Fees **(DP III-I)**
 - a. Monies received from house blessings, car blessings, etc. may be held by the priest.
 - b. House and building blessings, no more than \$50.
- 6. Gifts given to the priest are acceptable, however, if for say after a wedding, a gift is given to the priest, but there has been no stipend paid to the parish, a portion of that gift ought to be given to the parish.
- 7. Taxes: All priests are responsible for their own taxes **(DP IV-Q)**.
- 8. All priests may seek reimbursement for certain items: **(DP IV-R)**:
 - a. Mileage: only reimbursed for travel for ministry.
 - i. This includes, but not limited to: making a house call, sick call, hospital visit, and travel to a cemetery and/or funeral home.
 - ii. It does not include daily trips to the parish, the grocery store or trips to the airport for vacation.
 - b. Food/Rectory Expenses:
 - i. The priest is entitled to be reimbursed for food purchased for the rectory. This does not include alcohol for individual consumption or personal items such as shampoo, razors, etc.
 - ii. Meals eaten in restaurants are only reimbursed if it is official business. If the priest simply does not want to cook at night and goes out to eat, that is not to be reimbursed.
 - iii. Housing: If you are living in your own home, you are not entitled to receive a housing allowance. You may be reimbursed for food **(DP IV-J)**.

III-B Permanent Deacons

1. Deacons have the faculty to celebrate the Sacraments of Baptism and Matrimony, and may deliver homilies.
2. Deacons do not receive a salary, unless they are officially employed in the parish in some capacity.
3. Deacons may be reimbursed for mileage and expenses connected with parish ministry.
4. Deacons and their wives are entitled to an annual retreat which is covered by the parish.

IV – Parish Pastoral Ministry

Section A - Sacraments

Baptism

Confirmation

First Communion

Matrimony

Reconciliation

RCIA

Funerals

Tribunal Matters

Anointing of the Sick/Emergency Calls

Quinceaneras

Section B - Liturgical and Spiritual Life

Mass Intentions

Holy Days

Triduum

Section C – Religious Education

All Sacraments need to be recorded in the Sacramental Register and the register must be regularly maintained. (DP VI)

IV-A SACRAMENTS

1. BAPTISM (DP VI-A)

- a. Infant
 - i. Parents bringing forth their children for baptism need to be prepared for the celebration of the Sacrament.
 - ii. The sacrament may not be denied; however, if there is no founded hope that the child will be raised in the faith, the sacrament may be postponed.
 - iii. Parents do not have to be married to celebrate the baptism of their children.
 - iv. Godparents are needed, and the godparent must be a catholic who is in good standing.
 - v. The actual celebration of the Baptism can occur at any time, though the documents suggest that the Sunday Celebration of the Eucharist is the optimal time.
- b. Children above the age of 7
 - i. These children need to go through the RCIA process for children
 - ii. They will require two years of preparation
 - iii. At the Easter Vigil they will celebrate all three sacraments of Initiation; these may not be separated
- c. Adult
 - i. All adults (those above the age of 18) who seek baptism must go through the RCIA process.
 - ii. All adults after sufficient preparation are baptized, confirmed and celebrate reception of the First Eucharist at the Easter Vigil.
 - iii. The separation of those sacraments must not happen unless there are serious extenuating circumstances.

2. CONFIRMATION (DP VI-B)

- a. Confirmation is a TWO YEAR preparation process, and normally happens for those in 10th grade (for those baptized as Catholics as infants).
 - i. The Bishop is the presider at this celebration.
 - ii. Each candidate must provide a copy of their Baptismal certificate to the parish.
 - iii. Catholics who are older than 18 years, and wish to celebrate Confirmation must also be fully prepared. The priest may celebrate the sacrament for the person(s) but only after receiving permission from the Bishop.
 - iv. Notification – It is the obligation of the parish to notify the church of baptism that the candidate was confirmed.

- v. For those baptized in another Christian Faith, but are seeking reception into the Catholic Church, Confirmation takes place at time of the formal reception.
- vi. All candidates must be fully prepared.
- b. All pastors in the Diocese have ongoing permission from the Bishop to celebrate Confirmation of these candidates.
- c. All Candidates must have one godparent, who is a Catholic in Good Standing.

3. FIRST COMMUNION (DP VI-C)

- a. Children baptized as Catholics as infants normally celebrate First Communion at 2nd Grade (8 years)
- b. Preparation is a two year process.
- c. The child may not be denied the Sacraments based on the condition of their parents.
- d. It is the obligation of the parish to notify the church of baptism that the candidate celebrated first communion.
- e. Children baptized in another faith, 7 years and above, go through a RCIA process of two years, and also celebrate the Sacrament of Confirmation.
- f. Adults, baptized as Catholics, but have not celebrated First Communion are to be prepared. This preparation will depend upon how well churched they are.
- g. It is up to the discretion of the pastor to determine this.
- h. The adult must not have any canonical impediments, i.e. marriage issues

4. MATRIMONY (DP VI-D)

- a. All clergy must have a license to perform marriages from the county of residence.
- b. The required paperwork is obtained from the recorder's office
- c. Letters of Good Standing may be obtained from the Chancellor's office.
- d. Visiting clergy from another state must obtain a one-time license from the county
- e. Pre-Nuptial Paperwork
 - a. All couples seeking the Sacrament of Matrimony must fill out the pre-nuptial paperwork. No date for the wedding is to be guaranteed until that paperwork is complete.
 - i. No marriage may take place without a minimum of 6 months of preparation.
 - ii. All Christian parties must provide a baptismal certificate.
 - iii. Catholics must present a Baptismal certificate newly issued from the church of baptism, and it must contain notations.
 - iv. Clergy from outside the parish will require delegation from the Pastor.
- f. Preparation
 - i. A minimum of 6 months is required.

- ii. Preparation is to include meeting with a Marriage Prep Team and/or a Priest.
 - iii. Preparation is also to include Engaged Encounter or Pre-Cana (Spanish).
 - g. Celebration of the Sacrament can occur at any time.
 - i. Please note – any music in the liturgy must be Bishop approved liturgical music. Popular songs are prohibited.
 - ii. If a Holy Day of Obligation is chosen as the day to celebrate the wedding, the readings of the day are to be used (suggestion--avoid selecting days of obligation)
 - iii. Notification of the Church of Baptism is the obligation of the pastor.
 - h. State of Nevada Paperwork
 - i. The State of Nevada requires that the presider and witnesses sign the certificate.
 - ii. This is to be purchased by the couple and given to the Priest at the day of the wedding.
 - iii. After the celebration, the priest and witnesses sign the documents within 10 days to the county recorder.
 - i. Convalidations
 - i. Catholic couples who have celebrated a civil marriage may celebrate the Sacrament of Matrimony barring any impediments.
 - ii. The couple must provide baptismal certificates and a copy of their civil wedding certificate.
 - iii. Preparation depends upon the quality/length of the civil marriage.
 - iv. The Rite of Matrimony is the same as for an unmarried couple.
 - j. The pastor must notify the church of baptism once the sacramental marriage has taken place.
5. **RECONCILIATION (DP VI-E)**
- a. All parishes must have regular hours for the celebration of the Sacrament of Reconciliation
 - b. There is no registering of First Reconciliation, or any certificates given out for this to children
6. **RCIA (DP VI-F)**
- a. All Non-Catholics who desire to become Catholic must go through the RCIA process.
 - b. RCIA does not have a defined length, but the documents encourage a sufficient time of preparation.
 - c. The Pastor must know each of the candidate's marriage history, and begin processes of annulments (or other) so that the candidate may worthily celebrate the Sacraments.

- d. Please follow the ritual as outlined in the Rite of Christian Initiation of Adults
- 7. FUNERALS (DP VII-I)**
- a. Liturgy – follow the rubrics of the Missal.
 - b. No popular music may be played during the liturgy, only USCCB approved liturgical music.
 - c. Memorial Services may be celebrated for Non-Catholics.
- 8. TRIBUNAL MATTERS**
- a. After the initial meeting with the applicant, the priest will need to decide if this is a Formal Case or a Lack of Form Case.
 - b. If one of the parties is Catholic, but did not celebrate the prior marriages in a Catholic Church, then the case would be a Lack of Form.
 - c. If one of the parties is Catholic and did celebrate the prior marriage in the Catholic Church, it is a Formal Case.
 - d. If there are any questions, please call the Judicial Vicar.
 - i. The pastor or his trained delegate works with the applicant to efficiently & pastorally complete the required paperwork.
 - ii. The Judicial Vicar charges a one-time \$100 filing fee for Formal Cases. There are no other fees to be incurred.
 - iii. There are no fees for a Lack of Form case.
- 9. ANOINTING OF THE SICK/EMERGENCY CALLS (DP III-A.ii)**
- a. All priests need to be available for Emergency calls; therefore, an efficient system to contact the priest must be in place.
 - b. If a priest is away from his parish, it is his responsibility to find coverage for sick calls during his absence.
- 10. QUINCEAÑERAS (DP VII-H)**
- a. It is the policy of the Diocese of Reno that the Quinceañera celebration shall be available to all members of the Latino community (and open to others) seeking this cultural and religious ritual.
 - b. The Quinceañera should not be an occasion for either unnecessary ritual flamboyance or excessive spending.
 - c. The offering requested by the parish for the celebration of a Quinceañera should not exceed two hundred fifty dollars (\$250.00).
 - d. In the case of a group celebration, the donation should not exceed one hundred fifty dollars (\$150.00) to the church per Quinceañera.
 - e. The Quinceañera process is to be appreciated as an opportunity for the parish and parishioners to be present to the youth ministry.
 - f. Requirements
 - g. The family must be actively participating in the sacramental life of the Church.

- i. The family should be fully initiated Catholics, having received Baptism, Confirmation and Eucharist with proper documentation.
- ii. All children of age are registered in a catechetical program.
- iii. There is evidence of regular attendance of Mass by use of parish envelopes.
- iv. All participants must attend the preparation program set by the parish.

IV – B LITURGICAL & SPIRITUAL LIFE

1. Mass Intentions (**DP VII-J**)
 - a. Only one (1) mass stipend/intention can be taken per mass; multiple intentions are forbidden, unless it is the same family with multiple intentions or all parties are duly notified that there are other intentions.
 - b. A record of all stipends is to be kept.
 - c. Stipends collected for the intention are not deposited until the mass is celebrated.
 - d. One (1) mass per weekend must be “For the people” and may not have any other intentions. This is the Pastor’s obligation to fulfill
 - e. No mass intentions may be taken for Holy Thursday, Good Friday or the Easter Vigil.
2. Holy Days of Obligation (**DP VII-D**)
 - a. A parish must offer at least one mass on a Holy Day of Obligation
 - b. Funerals and weddings celebrated on a Holy Day are to be avoided
3. Triduum
 - a. It is ideal to celebrate ONE service for each.
 - b. The Saturday Vigil must not start until nightfall and there is darkness.
 - c. No funeral masses may take place from Holy Thursday until Easter Sunday
 - d. During the Holy Thursday service, women and men may be selected to have their feet washed by the Pastor.

IV-C RELIGIOUS EDUCATION (DP III; VI)

1. Religious Education of Children
 - a. All parishes are to have a program for religious education for children.
 - b. All material must be approved through the Office of Faith Formation.
 - c. All catechists/volunteers must have a background check.
2. Sacramental Preparation
 - a. All persons who desire to celebrate the Sacraments of Initiation must participate in a preparation program.
 - b. All programs for children and teenagers are for a two-year period.
3. DREs & Catechists
 - a. All are strongly encouraged to regularly attend the Office of Faith Formation's programs, events and meetings.
 - b. It is the responsibility of the Pastor to ensure that the parish DRE is preparing and forming the catechists in compliance with standards from the Office of Faith Formation and catechetics
4. Adult Formation – The Synod calls for each parish have some form of program to continue to develop the faith and educate adults.

Appendix I: Interview Questions

Forbidden

Questions regarding the applicant's general medical condition, state of health or illness.

Regarding receipt of Workers' Compensation
Do you have any physical or mental disabilities or handicaps?

What is your arrest record?

Have you ever been arrested?

What dates did you serve in the military?

What type of discharge did you receive?
List all organizations, clubs and societies and lodges to which you belong.

Questions which indicate the Applicant's Sex
Questions which indicate the applicant's marital status.

Number and ages of children or dependents
Provisions of child care

Questions regarding pregnancy, childbearing or birth control

Name and address of spouse of children of adult applicant

"With whom do you reside" or "Do you live with your parents."

Questions as to the applicant's race or color?

Questions regarding applicant's complexions, color of skin, eyes or hair

Questions of height and weight

Require an applicant to affix a photograph to application

Request an optional photograph

Require a photograph after the interview but before employment

Videotaping or recording the interview

Maiden Name

Do you own or rent your home?

Acceptable

Interviewer can state that the offer may be contingent on applicant passing a Job-related physical examination

"Can you perform (specific tasks)?"

Only Job related questions about convictions, except those sealed, expunged or statutorily eradicated

What relevant skills were acquired during military service?

Please list job-related organizations clubs, professional societies, or other associations to which you belong

Name and Address if the applicant is a minor
Statement of company policy regarding work assignment of employees who are related/

Statement that a photograph may be required after employment

Have you ever used another Name?

Place of residence?

Age

Date of Birth

Dates of attendance or completion of elementary or high school

Questions that tend to identify applicants over the age of 40

Birthplace of applicant, parents, spouse or other relatives.

Are you a US Citizen?

Citizenship of applicant?

Requirements that applicant produce naturalization, first papers or alien card **prior to the decision to hire**

Questions to nationality, lineage, ancestry, national origin, descent, or parentage of applicant, his or her parents or spouse

What is your mother tongue? Language commonly used by applicant

How did you acquire the ability to read, write or speak a foreign language?

Do you meet the legal age requirement?

If hired, can you show proof of age?

Are you over 18 years of age?

If under 18, can you, after employment, submit a work permit?

Can you, after employment, submit verification of your legal right to work in the USA?

Statement that such proof may be required after a decision is made to hire.

Language applicant reads, speaks or writes, if use of a language other than English is relevant to the job for which the applicant is applying

Appendix II: Job Description Sample

Roman Catholic Diocese of Reno

Job Title: Administrative Assistant
Department: Department of Pastoral Ministry
Reports to: Executive Director of Pastoral Ministry
FLSA status: Non-Exempt
Current Status: Jane Doe

Job Description:

The Administrative Assistant to the Director of Ministry performs clerical work for this office. Duties and responsibilities are assigned by the Director to the various offices of ministry as needed.

General Job and Responsibilities:

1. Help prepare for meetings and events
2. Assist in the planning and implementation of programs & events offered by the office, and to notify participants of the date, location, and other specifics
3. Serve as receptionist for visitors to the office
4. Answer the phone for the offices and respond to the queries
5. Records kept of all callers especially those requiring the attention of Office directors
6. Take minutes at meetings
7. Track statistical information from yearly reports
8. Update the Directory of DRE's and Youth Ministers yearly
9. Mailings
10. Track Catechist Certification records
11. Print, prepare and mail Catechist Certificates
12. Help to process all incoming registrations for the Diocesan Conference
13. Work on site the weekend of the Conference to register new participants and help as needed
14. Resource Center:
 - a. Maintain material
 - b. Track members and material
 - c. Track income from membership fees
 - d. Input all new material into BookCat (library system)
 - e. Help members find material as needed
15. Update as the website as needed for the office
16. And all other assignments deemed necessary for the proper operation of the office.

Requirements:

1. Ability to use Microsoft Office Suite products
2. Ability to multitask
3. Highly recommended to speak both English and Spanish

Appendix III: Employee Termination Checklist

An Employee may choose leave voluntarily or involuntarily.

If an employee leaves voluntarily please have the following:

- _____ Letter of Resignation
- _____ Final Check (Call payroll services for the final calculation)
- _____ Ask for all keys, credit cards, phones and passwords
- _____ Contact Payroll Services at the Pastoral Center

If an employee leaves involuntarily you need to ensure that all prior problems have been documented and must have given them a warning, in writing and a chance to correct the problems.

If warnings have been given, and time was provided for correction, and there are still problems, call the CFO (326-9420) or Chancellor (326-9429).

Do not terminate the employee until the Pastoral Center has been called.

The CFO will consult legal. You will need to complete the following:

- _____ Letter explaining why the person is being terminated
- _____ All disciplinary documentation is in the employee's personnel file
- _____ Effective date of termination

Once an affirmative is received to terminate the employee and it takes place:

- _____ Collect all keys, credit cards and passwords
- _____ Employee packs all personal belongs in the presence of staff
- _____ Final check is handed over
- _____ CFO is notified

Appendix IV: Example Letter of Inquiry to the Bishop

Dear Most Reverend _____;

I respectfully request permission to proceed with the following project for the parish of _____.

Our parish anticipates significant growth in the next 20 years and our current facilities are inadequate. I would like to pursue:

- 1. Expansion of the current church seating from 250 to 1000
- 2. Modernization of sound equipment in the existing church
- 3. Expansion of the church hall facilities to accommodate 1000 persons, along with the modernization of the kitchen and bathroom facilities
- 4. Expansion of the church office space to accommodate up to 10 additional staff and support staff, and to add meeting/conference rooms
- 5. Expansion and modernization of the classrooms from 3 to 10

Our current registered households is _____. Our current weekend mass attendance averages _____. We have (number) of children in our religious education and sacramental preparation programs and we have _____ in our youth ministry.

Our current parish annual income is _____. We have \$ _____ in savings. Our debt is _____.

I understand that this will be in accord with diocesan protocols, and that diocesan staff will be in contact with me.

Sincerely,

Rev. XXXXXXXXXXXXXXXX
Pastor
XXXXXXXXXXXXXX

Appendix V: Clarifications on Independent Contractors

Independent Contractors are those that provide services for a parish. Independent contractors supply their own materials and do the general work they are contracted for without direct supervision.

However, if a parish provides the materials and tools, and/or dictates to the person the specifics of the job, this person may in reality be classified as an employee with all rights and benefits.

Examples:

Parish A hires Jane Doe to clean the church and rectory, and parish A buys all the cleaning products and the tools used by Jane she is in reality an employee, not a contractor.

If Parish B hires Jane, and Jane brings all her own cleaning supplies and tools, Jane is a contractor.

If Parish A hires John Doe to perform music at the parish regularly on weekends, and Parish A provides the musical instruments and tells John which songs he is to sing, John is to be considered an employee.

If Parish B hires John to perform music at the parish regularly on weekends, and Parish B provides the piano, but John selects all the music, John is a contractor.

If Parish C hires John Doe to perform music at the parish regularly on weekends, and John brings his own keyboard and/or guitar and selects the music, John is a contractor.

Appendix VI: Sample Offer Letter of Employment

Dear Mr/Mrs. _____:

The Parish of _____ is pleased offer you the position of _____ . This is a full time, non-exempt position. The start date for your employment is July 1, 2016. Your base salary will be \$46,000 and will include full benefits. Your supervisor is Rev. _____. As part of your employment you will also need to take our Safe Environment training.

Please sign and date below that you have read and accepted this offer.

Signature

Date

Rev. _____
Pastor
Parish of _____
Date _____

Appendix VII-**DIOCESE OF RENO**
PARISH SERVICES AGREEMENT

THIS PARISH SERVICES AGREEMENT (“Agreement”) is made and entered into effective the 1st day of January, 2011, by and between THE ROMAN CATHOLIC BISHOP OF RENO, and His Successors, a corporation sole (the “Diocese of Reno” or the “Diocese”), and (Name of Parish Corporation), a Nevada nonprofit corporation (“Parish”).

Recitals

A. The Diocese of Reno is a particular church of the Roman Catholic Church (the “Church”). The Church is governed by the Code of Canon Law for the Latin Rite of the Catholic Church, as revised or updated from time to time and as supplemented by norms promulgated by the Holy See, the U.S. Conference of Catholic Bishops and/or by the Bishop (collectively, the “Code of Canon Law”).

B. The Diocese of Reno is entrusted to the Bishop of Reno (the “Bishop”) who is also the incumbent of the civilly incorporated Diocese of Reno. Can. 369. The Diocese is divided into parishes, the pastoral care of which is ordinarily entrusted to a pastor under the authority of the Bishop. Cann. 374 §1, 515 §1. Pursuant to the Code of Canon Law, the Diocese and the Parish are each separate juridic entities. Cann. 373, 515 §3.

C. The Diocese of Reno is civilly incorporated as a corporation sole with the State of Nevada. Throughout the history of the Diocese, the parishes have remained unincorporated; yet consistent with the Code of Canon Law, the Diocese and its parishes have operated in accordance with their separate yet interdependent juridic statuses.

D. In order to bring the civil structure of the Diocese and its parishes into closer alignment with the Code of Canon Law, the Diocese has reorganized by separately incorporating its parishes and missions. The Parish is a nonprofit corporation located in the Diocese of Reno, established to operate (Name of Parish Corporation) parish.

E. The Diocese is operated by and under the auspices of the Pastoral Center located in Reno, Nevada. The Pastoral Center is also responsible for administrative and consultative support, guidance and centralized resources and services to the Parish and other parishes of the Diocese as well as their respective schools and other ministries, concerning administration, personnel, education, finances and facilities.

F. Prior to the separate incorporation of the parishes, this assistance was given without any formal written agreement. The Parish and the Diocese now wish to enter into this Services Agreement to confirm, document and formalize the relationship and matters set forth herein, without any interruption in the current services or resources.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the Diocese and the Parish hereby agree as follows:

ARTICLE 1
SERVICES PROVIDED BY DIOCESE

Section 1.01 Scope of Services.

A. Mandatory and Elective Services. The Diocese, through the Pastoral Center, and acting in accord with Canon Law, agrees to provide, or make arrangements to have provided, the services and resources set forth in this Services Agreement, on the terms and conditions set forth herein. The Parish agrees to utilize such services and to discharge its obligations under this Services Agreement. The Parish acknowledges that under Canon Law it is proper for the Diocese to require it to enter into this Services Agreement pursuant to which the Parish will be required to participate in and utilize services and programs which are mandated by the Diocese and will be entitled to select whether or not to participate in any elective services or programs that may be offered from time to time under this Services Agreement.

B. Services for Parochial Schools. To the extent that the Parish has a school or schools, whether a pre-school or an elementary school, or a combination of the two, whether operated solely by the Parish or jointly in connection with the Diocese or another parish or parishes of the Diocese, the terms of the Services Agreement will include those operations, as set forth in Appendix 1.

C. Third Party Services. The Diocese may arrange for services, currently provided by or through the Pastoral Center, to be provided by a third party. In such case, the Parish acknowledges that services hereunder may be reassigned or modified to effect the same, without a requirement for the Diocese to negotiate a modification of this Services Agreement, except to advise the Parish in a timely manner of the same.

Section 1.02 Pastoral Services and Resources.

A. Liturgy and Worship. The Diocese shall serve as the primary consultative resource to the Parish regarding matters of worship and liturgy, including, but not limited to, by communicating norms and changes in liturgical texts and rituals as promulgated by the Holy See or the United States Conference of Catholic Bishops (“USCCB”) or by the Diocesan Bishop, by providing opportunities for ongoing formation of Parish leaders with regard to liturgy and

worship, by assisting the Parish in meeting the needs of its faithful including through worship that recognizes the diverse culture and national backgrounds of the Roman Catholic faithful in the Diocese and by providing input to and facilitating the episcopal review of all proposed changes to, design of, or construction of sanctuaries or other places of worship in the Parish.

B. Evangelization and Catechesis. The Diocese shall provide guidance, support and training to assist the Parish in its evangelization and catechesis programs and ministries including, but not limited to, assistance in training of youth, young adult and adult catechists and ministers, and other persons involved in such other ministries as the Parish may pursue, as the same are determined to be appropriate from time to time by the Diocese. The Parish agrees to participate in such programs.

C. Religious Education. The Diocese shall serve as the primary consultative resource to the Parish regarding matters of religious education, training and preparation for laity of all ages in the Diocese, including both baptized Roman Catholics and catechumens considering or planning to become Roman Catholic and shall coordinate the education and training of laity with the formation and on-going education of clergy and members of religious orders in the Diocese.

Section 1.03 Ministerial and Governance Supporting Services.

A. Consultative Groups and Councils. The Diocese shall maintain and support the College of Consultors, Presbyteral Council and the Diocesan Finance Council and such other canonical bodies as are contemplated by Canon Law and which are necessary to implement its obligations to the faithful, the Parish and the Diocese under Canon Law and this Agreement.

B. Special Ministries and Initiatives. The Diocese shall serve as the primary consultative resource to the Parish regarding the special ministries and social justice initiatives offered within the Diocese and supported as part of the mission of the Church, including, but not limited to, family and life ministries, justice and peace initiatives, ministries to incarcerated individuals and their families, advocacy and ministry with respect to the poor, the homeless, the neglected, the unemployed and underemployed, immigrants or particular ethnic and national groups represented in the Diocese.

C. Safe Environment Program; Background Checks.

1. The Parish shall be required to participate in and be in full compliance with USCCB Charter for the Protection of Children and Young People (“Charter”) and the policies of the Diocese with respect to all safe environment matters. The Diocese shall administer the mandatory VIRTUS/Protecting God’s Children or other safe environment program to facilitate training, implementation of policies for addressing incidents of abuse or neglect and procedures to further the Charter and best practices standards adopted by the Diocese for all parishes and the children, students, parishioners, lay employees, volunteers, and clergy of the Diocese. The Diocese shall offer and coordinate assistance to victims of clergy sexual abuse through the Victim Assistance Coordinator and shall assist the Parish in complying with the audit requirements of the USCCB.

2. The Safe Environment Program shall include the administration of the fingerprinting and criminal history background checks for clergy, paid personnel and volunteers in the Parish. It shall incorporate the standards required by or adopted from time to time by the USCCB, the Diocesan procedures for investigating and addressing incidents of alleged misconduct or abuse through the Sexual Abuse Review Board, with respect to clergy, or other relevant departments of the Diocese, with respect to persons other than clergy. To facilitate information concerning the training and background compliance and to facilitate the coordination of individuals serving as clergy, employees or volunteers in the Diocese, the Pastoral Center will coordinate and oversee, without charge to the Parish, the volunteer and employee network database.

Section 1.04 Tribunal and Canonical Services.

The Diocese shall provide to the Parish and its parishioners, any and all tribunals and canonical services contemplated by the Code of Canon Law, including services with respect to matrimonial status, marriage annulments, dispensations from canonical requirements or vows, and other matters properly within the jurisdiction of the Bishop of Reno; and shall establish and maintain such tribunals as are necessary or appropriate to address and resolve said matters. The Parish agrees to pay or advise its parishioners or others using the tribunal and canonical services of their respective obligations for payment for any specific program, services or direct fees or charges that may be assessed from time to time for the tribunal or canonical services.

Section 1.05 Human Resources. The Diocese shall provide human resource services to the Parish from time to time, including, but not limited to, the following:

- A. Serve as the primary consultative resource for the human resource issues of the Parish, including, but not limited to, consultation regarding personnel recruitment, employee screening, interviewing, job descriptions, job qualifications, new employee orientation, employee compensation, performance reviews and employee development and training.
- B. Develop, recommend and administer a compensation and benefits system and policies to include the Parish employees, as well as clergy and employee benefits programs, including medical, dental, vision, and disability insurance plans and retirement and pension plans.
- C. Provide employee and supervisor training and development for the Parish.
- D. Prepare, promulgate and keep up to date a Lay Employee Handbook, which shall incorporate human resource policies, regulations and procedures applicable to all parishes of the Diocese, including this Parish; and conduct periodic employee meetings to explain various benefit programs.

Section 1.06 Finance and Accounting Services. The Diocese shall, through the Pastoral Center accounting department, provide the following financial services to the Parish:

- A. Serve as the primary consultative resource for the Parish with regard to all temporalities and prudent stewardship of Parish patrimony, including, but not limited to, Parish financial accounting, administration, insurance and risk management, and general business operations.
- B. Formulate policies and procedures regarding the proper use and stewardship of Parish assets, and develop, maintain, distribute policies and procedures and hand books or other material outlining appropriate financial operating policies, procedures, and practices to be followed by Parish.
- C. Oversee and coordinate the procedural review program for parishes and schools and, as necessary, conduct or require a financial review or full financial audit of the Parish in such frequency and manner as determined by the Bishop, after consultation with the Diocesan Finance Council.
- D. Supervise the qualification and selection of third party vendors made available for required Diocese wide financial and support services, including for payroll services and administration at parishes and schools, for insurance and compliance programs and for other similar services and arrange for such data and information access and retrieval from the vendors as may be appropriate for Diocese wide record keeping and pension and other administrative needs.
- E. Act as a clearing agent for various special collections as well as for parish capital campaign programs.
- F. Prepare, promulgate and revise as needed accounting and financial reporting policies and procedures and audit policies and procedures.
- G. Train Parish personnel on the policies and procedures relating to accounting, internal controls, internal audits, the Parish Deposit and Loan Program, and investment policies.

Section 1.07 Investment Coordination and Oversight. Coordinate and oversee the Diocesan Deposit & Loan (D & L) Program and such other investment vehicles as the Diocese may, in its discretion, adopt and offer for the investment of the various unrestricted, temporarily restricted, and permanently restricted cash assets of the Parish. The Parish agrees that all Parish funds in excess of the equivalent of three months operating expenditures and all funds raised in capital campaigns or for other special purposes shall be treated as surplus and invested in the Deposit & Loan Program.

Section 1.08 General Liability and Employee Insurance Coordination & Oversight.

- A. General Liability. The Parish shall be required to participate in and to fund the costs allocated to it by the Diocese for the Diocese's general liability insurance program. The

Diocese shall maintain, and administer or arrange for the administration of a general insurance program for the Diocese and for all parishes, schools, and agencies of the Diocese which, at the option of the Diocese, may include a combination of self-insured, risk retention pools and commercial insurance components. As part of its services, the Diocese shall:

1. Determine the self-insured retention levels and the limits of coverage for the Parish and the Diocese, and, as appropriate, shall advise the Parish of the deductible or self-insured obligations applicable to the various coverages afforded the Parish.

2. Negotiate and acquire appropriate insurance and excess insurance coverages for general liability, sexual misconduct liability, auto liability, errors and omissions liability, employment practices liability, special events/outside users liability, property casualty, earthquake, flood, workers compensation, and fidelity, all as may be deemed appropriate by the Diocese and as may be reasonably available in the insurance market, from time to time.

B. Employee Benefits. The Parish shall be required to participate in and to fund the costs allocated to the Parish of such of the Diocese dental, health, disability, life, workers compensation and other employment related insurance programs (“Employee Benefit Program”) made available to clergy, lay employees or religious men and women in the Diocese, it being understood that, under law or policies of their respective orders, certain aspects of the Employee Benefit Program may not be made or utilized by certain classes of such persons. The Diocese shall maintain and administer or arrange for the administration of the Employee Benefit Program for all Parishes, schools and agencies of the Diocese. At the option of the Diocese, the Employee Benefit Program may include a combination of self-insured, risk retention pools and commercial insurance components. The Employee Benefit Program may provide alternative coverage choices to participants and shall be offered on such terms as may be set, from time, by claims experiences and market conditions and by the Diocese for reporting, management, and accounting for claims.

Section 1.09 Pension Plan.

The Parish shall be required to participate in and to fund the costs allocated to it of the Diocesan pension plan offered to lay personnel (“Lay Pension Plan”) and of the pension plan and supplemental pension plan or benefits offered to priests (“Priest Pension Plan”), it being understood that such plans will include eligibility standards, may include contributions from participants and that certain components of either or both of the plans may not be available to certain classes of persons. The Pastoral Center shall maintain, report on and administer or arrange for the administration and qualification of the Lay Pension Plan and the Priest Pension Plan. The Priest Pension Plan may include a non-qualified component. The plans will be offered and administered on such terms as may be set, from time to time, by industry standards and by the Diocese, in consultation with professional advisers, actuarial consultants and the Diocesan Finance Council.

Section 1.10 Construction Coordination & Oversight.

A. The Diocese, through the Office of Stewardship & Development, shall serve as the primary consultative resource and oversight party for the Parish and its school or schools for

capital construction and capital improvement projects involving new construction, renovation, repairs and maintenance (other than regular maintenance), additions and demolition. Such oversight shall include, but is not limited to: reviews and approvals under any guidelines that may be promulgated by the Office of Stewardship & Development; recommendations regarding the selection of design professionals, consultants, project managers and contractors; pre-qualification of vendors; project scope, cost and budget reviews; entitlements processing and support; project delivery methods (i.e. competitive bid, design/build, negotiated guaranteed maximum price); environmental/hazardous-material remediation (i.e. asbestos, mold, lead); government required environmental compliance; contracts for design and construction; bonds; payments and progress payment reviews; and project closeout on completion.

B. The parties acknowledge that the Parish is required to comply with all Diocesan procedures for review and approval of any real estate construction, repair or renovation projects, and, in connection with that process, the Diocese shall assist in the submissions to the Office of Stewardship & Development or other specified groups or departments of the Diocese of any project for new construction, for renovation or for significant repairs at the Parish or its school or schools as well as with respect to compliance with funding requirements for planning and financing of construction projects and compliance with Diocese policies for project management, legal review of agreements, use of Diocese recommended contracts, contractors and vendors and obtaining the required consents and approvals before any documents are executed.

Section 1.11 Stewardship, Development, & Planned Giving.

A. The Diocese shall serve as the primary consultative resource for the Parish with respect to stewardship and development activities of the Parish, including, but not limited to, parish stewardship programs, offertory enhancement programs, capital campaigns, planned giving programs, and major gifts analysis and processing. The Office of Stewardship and Development will provide guidance on Diocese and third party resources available to the Parish. The Parish may engage, at its separate expense, professional resources to assist it in assessing feasibility and conducting such efforts in the Parish. Before any such engagement, the Parish shall consult with the Office of Stewardship & Development which will provide assistance in identifying, evaluating and engaging such professional resources and may, at its option, offer an approved list of vendors as well as a negotiated standard contract terms and conditions for such vendors. The Parish will provide copies of all reports from any such studies or third parties to the Diocese. The Parish agrees to participate in special collections and other special stewardship efforts, all as deemed appropriate and necessary by the Bishop.

B. The Diocese shall coordinate and administer the annual Bishop's appeal, i.e., the Catholic Services Appeal ("CSA"). The Parish agrees to participate in the CSA program. The parties acknowledge and agree that the CSA raises funds to support diocesan programs not covered by the Cathedraticum, including programs that benefit the Parish and its parishioners.

C. The Diocese shall serve as the primary consultative resource for the Parish with respect to bequests, legacies, establishment of annuities and gifts, including planned or donor restricted gifts. The Parish shall be required to consult with the Office of Stewardship and Development of the Diocese with respect to any of these matters or prior to the launch of any

other planned giving or similar initiatives that the Parish is considering, including the establishment of any Autonomous Pious Foundation or any other vehicle intended to accept and designate gifts or assets for a special purpose.

Section 1.12 Real Estate Management.

A. The Diocese shall serve as the primary consultative resource for the Parish with respect to all Parish real property issues, including, but not limited to, analysis, recommendations and professional coordination regarding real property acquisitions, sales, financing, any possible condemnation matters, planning, land use, and environmental proceedings or issues, the grant or receipt of any easement or similar property rights, any matters subject to the facilities or use policies of the Diocese, including short term use of facilities for filming or similar activities, any other rental or leasing of real estate for or by the Parish, any cell site, cell tower or similar agreements, and any other property entitlement, property tax or exemption matters that arise at or are expected to impact the Parish or its school or schools, if any.

B. The Parish and Diocese acknowledge that the Parish has beneficial ownership rights to the real estate acquired by or assigned to the Parish by the Diocese but that record title to all real estate in the Parish will be held by the Diocese in trust for the parish, or by such other civil law entity as the Diocese may designate to hold such record ownership interest. Accordingly, the Diocese will assist and facilitate in any approved transactions but the documents conveying any interest in real estate will be executed by the Diocese as trustee or by the entity holding record title, after receipt of any consents from the Parish and Diocese, as may be required under the real property trust agreement.

Section 1.13 Communications.

The Diocese shall provide the Parish with media support and communications services for distribution and response to the public, whether within the Church or to other faith, community or public entities, by providing news releases, media coordination, statements and meetings, as well as through the use of websites, electronic media and similar communications, or the publication of newspapers, newsletters and other media documents. The Parish agrees that all communications with media outlets shall be coordinated with and approved by the Diocese prior to communicating with the media outlet.

Section 1.14 Legal Services.

A. From time to time it is anticipated that legal issues will arise with respect to the Parish including but not limited to: corporate and commercial issues; federal, state and local regulatory and compliance issues; matters related to the maintenance of the tax exempt status of the Diocese and the Parish including qualification for tax exemptions, compliance with civil laws concerning tax exempt status and with election and advocacy limitations and reporting requirements; employment and personnel matters; tort liability; representation of Parish or school personnel called as third party witnesses; contract negotiation and contract claims and disputes; real estate, land use and similar matters; construction issues; trusts and estates, planned

giving and donor restricted gift matters; mandatory reporting and other laws for the protection and safety of children and youth.

B. The Parish shall promptly notify the Bishop or the Chancellor of the existence of any and all claims, demands, crimes, or the presence of facts which the Parish believes could lead to a claim, charge or demand against the Parish, the Pastor or Parochial Administrator or any other personnel at the Parish or in its school or schools, shall provide the Diocese with all available information and shall cooperate fully and completely in the assessment, investigation, and defense or prosecution of such claims.

C. The Diocese will arrange for any and all legal representation needed for Parish. The selection of counsel shall be at the discretion of the Parish Board of Directors, with approval of the Diocese, and in consultation with any insurance representatives when required. The Diocese may request that its attorney represent the Parish. Professional fees and costs incurred related to such legal services shall be paid by the Parish or as otherwise agreed to by the Diocese and the Parish.

D. The Diocese shall handle the administration, processing, and ongoing oversight of legal claims made against the Parish and the initiation, oversight, and processing of any claim by the Parish as well as the negotiation of any settlement, compromise or satisfaction of any claim asserted by or against the Parish. The Parish shall not initiate, settle pursue, compromise or satisfy any claim without involvement of the Diocese or the diocesan attorney's office.

Section 1.15 Other Services. From time to time the Parish may request the Diocese to provide additional services not delineated in this Services Agreement, and the Diocese will consider in good faith such requests. If the Diocese agrees to provide the services, payment for the services shall be a cost-reimbursement basis, or with an additional management fee.

ARTICLE 2 SERVICE FEES

Section 2.01 Service Fees: Parish. As compensation for the Services provided during the term hereof, the Diocese shall assess the Parish a service fee ("Cathedraticum") in an amount established from time to time by the Bishop, after hearing the Diocesan Finance Council and the College of Consultors. The Cathedraticum shall be a specified percent of the parish ordinary income for the prior fiscal year and shall be payable by the Parish to the Diocese, on such terms, methods and frequency as are specified by the Diocesan Pastoral Center from time to time, but with amounts due being maintained at the prior year level until Parish financial reports are available for the most recently completed fiscal year, at which time the amount will be adjusted, as required, for the Parish's actual prior fiscal year results, with the adjusted amount billed and retroactive to July 1st of the current fiscal year.

Section 2.02 Service Fees: Parochial Schools. As compensation for services provided by the Diocese to any parochial school owned and operated by the Parish, the Parish or its parochial school shall pay a flat fee multiplied by the number of students enrolled as of October

1 each year. The amount of the fee shall be established by the Diocese and communicated to the Parish, and may be increased annually as determined by the Diocese.

Section 2.03 Additional Costs. In addition to the compensation set forth above, as to any and all services subcontracted by Bishop to third parties under this Agreement (e.g., legal fees, banking and investments services, payroll administration, employee benefits, insurance, worker's compensation), the Parish shall reimburse the Diocese at cost, provided that the Diocese may request that third parties bill the Parish directly. The Diocese shall also be entitled, in its sole discretion, to surcharge the Parish for the direct subcontracting of the sums. The amount of the surcharge shall be determined by the Diocese, giving consideration to the time and expense incurred by the Diocese in contracting with its subcontractors.

Section 2.04 Annual Adjustment. It is the intention of the parties hereto that compensation for Services rendered by the Diocese under this Agreement shall be based on the reasonable value of the services. In order to effectuate this intent, the Diocese shall review the Parish's financial status annually in the spring, and prepare next year's Cathedraticum.

ARTICLE 3 **TERM AND TERMINATION**

Section 3.01 Term. The term of this Agreement shall commence on the 1st day of January, 2011, and automatically continue until terminated, at the option of the Diocese, on 180 days written notice to the Parish, upon the appointment of a receiver or trustee to manage the assets of the Parish or an assignment for the benefit of creditors of the assets of the Parish or any act of bankruptcy by the Parish, when any of the same are not cured or rescinded within 90 days of the underlying occurrence.

Section 3.02 Changes in Law Requiring Modification. If any legislation, regulation, rule or court decision has a material adverse effect on the operation of this Services Agreement or jeopardizes the independent status of either of the parties or denies expected compensation because of any of the provision of this Services Agreement, then the parties shall attempt to amend this Services Agreement so as to avoid any adverse consequences. If the parties, acting in good faith, are unable to make such amendment, this Services Agreement shall at the option of the Diocese be terminated or, by an act of the Bishop, may be modified, to cure the matter imposing a potential termination.

Section 3.03 Modification by Diocese. The Diocese may modify the scope or source of services provided hereunder, at any time by giving written notice of the modification to the Parish.

Section 3.04 Effect of Termination or Modification. Upon any termination or modification of this Services Agreement, for whatever reason, the Diocese shall be entitled to receive all amounts accrued and unpaid up to the time of such modification or termination.

ARTICLE 4
INDEMNIFICATION; LIMITATION OF LIABILITY

The Diocese and its agents, designees and employees, and the successors and assigns of any of them, shall not be liable for any loss incurred by the Parish occasioned by acts performed (or not performed) by them, or advice or assistance given by them, in good faith in the performance of their duties hereunder, and in any event shall be liable only for willful wrongdoing or gross negligence and not for honest errors of judgment; provided, however, that in no event shall the Diocese or its subcontractors be held liable for any consequential damages or for any loss of profits suffered by the Parish or by any third party. The Parish agrees to indemnify and hold harmless the Diocese and its agents, employees and designees, and the successors and assigns of any of them, from and against all costs, damages, judgments, attorney's fees, expenses, obligations and liabilities of every kind and nature which they or any of them may incur, sustain or be required to pay in connection with or arising out of the performance of their obligations hereunder (unless the costs, damages, judgments, fees, expenses, obligations or liabilities are incurred in connection with or arise out of willful wrongdoing or gross negligence). This Article 4 shall survive the termination of this Agreement.

ARTICLE 5
RESOLUTION OF DISPUTES

Section 5.01 Jurisdiction of Canonical Administrative & Tribunal System. In the event that a dispute arises under or with respect to the interpretation or application of this Services Agreement as to the Diocese and the Parish, the parties shall first meet and confer in a good faith effort to resolve the dispute. If necessary or desirable, the parties may agree to ask a third party to mediate or arbitrate the dispute. In the event such efforts are unsuccessful, the dispute shall be submitted to the appropriate tribunal for adjudication as provided by the Code of Canon Law.

Section 5.02 Forum Selection & Mutual Waiver of Civil Court Jurisdiction. The tribunal system established pursuant to the Code of Canon Law shall be the exclusive forum for resolution of disputes arising with respect to this Agreement; the Parish and the Diocese both expressly waive their rights to bring any dispute between them before the civil courts of the State of Nevada or the United States of America, and further waive their rights to a trial by a civil court jury. Unless otherwise specially provided by Diocesan policies, any other dispute arising under this Services Agreement shall be referred to and resolved in accordance with the Code of Canon Law through a canonical process, as contemplated by Section 5.01. Any decision resulting from the canonical process, including from such appeals as may be proper with respect to such disputed matter, shall be binding and enforceable as to all parties subject to or impacted by such decision and shall not be subject to appeal or review in the civil courts of the State of Nevada or the United States of America.

ARTICLE 6
INTERPRETATION

This Services Agreement shall be subject to and interpreted in accord with the articles of incorporation and bylaws of the Parish, the canonical statutes of the Parish (if any), Canon Law

and the provisions of civil and criminal law applicable to the matters being considered. The Bishop's determination as to the meaning of this Services Agreement shall be final. Nothing herein contained shall be interpreted to expand the responsibility of the Diocese to provide services to the Parish unless expressly or explicitly provided for herein.

ARTICLE 7
MISCELLANEOUS

Section 7.01 Assignment. This Agreement shall not be assigned or transferred by the Parish without the prior written consent of the Diocese; however, this Agreement may be assigned, in whole or in part, by the Diocese in its sole discretion without prior consent of the Parish.

Section 7.02 Choice of Law. This Agreement shall be construed and governed by Canon Law and by the laws of the State of Nevada. In the event of a conflict, Canon Law shall be controlling.

Section 7.03 Modification. This Agreement shall not be modified or amended except by a written document executed by both parties of this Agreement, and all such written modifications shall be attached hereto.

Section 7.04 Notices.

A. All notices required be given or provided for in this Agreement shall be in writing.

B. All notices required to be given or provided for in this Agreement shall be given by any of the following means: (i) personal service; (ii) electronic communication; (iii) overnight courier; or (iv) registered or certified, first class mail, return receipt requested. Such addresses may be changed by Notice to the other parties given in the same manner as provided for the giving of Notice. Any Notice, demand, or request sent pursuant to either subsection (i) or (ii) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any Notice, demand or request sent pursuant to subsection (iii) shall be deemed received on the business day immediately following deposit with a recognized national or regional overnight courier and, if sent pursuant to subsection (iv) shall be deemed received seventy-two (72) hours following deposit into the mail. Notices given pursuant to subsection (ii) shall also be printed and deposited in first class mail with the United States Postal Service on the same day as electronic notice is given unless the recipient acknowledges receipt of the electronic notice.

C. All notices to the Diocese shall be sent to (i) Diocese of Reno, 290 South Arlington, Suite 200, Reno, Nevada 89501, and (ii) to such other person or place as the Diocese may from time to time direct by notice.

D. All notices to the Parish shall be delivered or mailed to _____ Nevada, 89_____, Attention: Pastor, or such other address as the Parish shall designate to the Diocese by notice.

Section 7.05 Waiver. No waiver by either of the parties hereto of any failure by the other party to keep or perform any provision or covenant of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or of any other provision, covenant or condition. All rights and remedies herein granted or referred to are cumulative; resort to one shall not preclude resort to another or any other right or remedy provided by law.

Section 7.06 Additional Documents. Each of the parties hereto agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Agreement.

Section 7.07 Non-Exclusive Relationship. The Diocese may represent, perform services for, become employed by, and contract with as many additional schools, parishes, persons, or companies as the Diocese, in its sole discretion, sees fit.

Section 7.08 Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 7.09 Paragraph Headings. The paragraph headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do no purport, and shall not be deemed, to define, limit or extend the scope or intent of the paragraphs to which they pertain.

Section 7.10 Binding Effects. Provisions of this Agreement shall bind the parties mutually and their respective successors and assigns.

Section 7.11 Mutual Cooperation. The parties acknowledge that a high degree of communication and cooperation is entailed in fostering a good working relationship between the Diocese and the Parish. Both parties agree to use all reasonable efforts to cooperate with one another and keep one another informed as to information necessary for successful assistance with the management of the Parish.

Section 7.12 Counterparts. This Agreement may be executed in one or more counterparts.

Section 7.13 Relationship between Parties. The Diocese is an independent contractor. This Agreement is intended solely as a service agreement, and no partnership, joint venture, employment, agency, franchise, or other form of agreement or relationship is intended. Each party agrees to be responsible for all of its federal and state taxes, withholding, social security, insurance, and other benefits, and all salaries, benefits, and other costs of its employees, except

as otherwise specifically contemplated by the provisions of this Agreement (e.g., where the Parish has agreed to reimburse the Diocese for its costs). From time to time, in connection with the services referred to in this Agreement, the Diocese may act as the Parish’s agent if the Parish requests the Diocese to do so and the Diocese, in its sole discretion, agrees.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

“DIOCESE”

THE ROMAN CATHOLIC BISHOP OF RENO,
AND HIS SUCCESSORS, A Corporation Sole

By: _____

Its: _____

“PARISH”

_____ CATHOLIC PARISH
CORPORATION, a Nevada nonprofit corporation

By: _____

Its: President

APPENDIX 1

PAROCHIAL SCHOOLS

Section 1.01. Diocesan Oversight of Catholic Schools. The Bishop has the right and obligation to watch over and inspect all Catholic schools situated in his territory and to issue directives concerning the general regulation of Catholic schools. (Canon 806 § 1.) Under the supervision of the Bishop, those who are in charge of Catholic schools are to ensure that the formation given in them is, in its academic standards, at least as outstanding as that in other schools in the area. (Canon 806 § 2.)

Section 1.02. Department of Catholic Schools. To carry out his authority under Canon Law, the Bishop has appointed a Superintendent of Catholic Schools who heads the Department of Catholic Schools. The Bishop has also promulgated the Department of Catholic Schools Administrative Handbook, which sets forth the policies and procedures by which all Catholic schools within the Diocese of Reno shall operate, whether parochial, diocesan or otherwise.

Section 1.03. Relationship of Parish to Department of Catholic Schools. The authority of the Bishop, and therefore of the Superintendent, over Catholic schools is derived from Canon Law and is identical to the authority exercised prior to the separate incorporation of the Parish. With respect to the services provided to schools under this Agreement, the parish school is directly answerable to the Superintendent. The Superintendent of Catholic Schools shall work with the school principal and other school employees to accomplish the objectives set forth herein, i.e., the Superintendent need not go through the Parish Board of Directors to exercise his or her authority.

Section 1.04. Services Provided. The Diocese, by and through the Department of Catholic Schools, shall provide all services set forth in Section 1000 of the Department of Catholic Schools Handbook, as revised from time to time, which shall be deemed incorporated by reference herein.

Section 1.05. Additional Services. In addition, the Diocese shall provide the following services related to Catholic schools:

A. Provide consultation regarding legal and insurance claim matters. This may include the following: (i) facilitate the filing of claim reports with the insurance companies of the School; (ii) assist with the administration of legal claims processing against the School; (iii) assist School with negotiations for the settlement, compromise or satisfaction of claim(s) asserted by or against the School. The principal of the school shall contact the Diocesan Finance Department whenever attorney or insurance claim services are needed.

B. The Parish acknowledges and agrees that the Diocese's performance hereunder is contingent on the Diocese's receipt of timely notice from the school of the assertion of any claim against the School or knowledge of facts that the school reasonably believes may lead to the filing of a claim against the school. Therefore, the school shall promptly notify the Diocese of the existence of any and all claims, demands, crimes, or the presence of facts which the school reasonably believes may lead to a claim, charge or demand against the school. The school shall make available to the Diocese all information and assistance that the Diocese may reasonably request. The Diocese may retain legal counsel on behalf of the school to assist the school, as the Bishop deems necessary in his sole discretion. The Diocese may engage its own counsel or outside counsel to assist the school.

B. Coordinate Alternative Health and Environmental Response Actions ("AHERA") compliance, including assisting the principal or the Pastor, as necessary, with maintaining an approved and updated Management Plan (as defined in AHERA) in the school office. The plan shall include information about the location and condition of asbestos containing materials in the school, as well as inspection and surveillance records and copies of annual notices to parents, faculty, staff, and short-term workers. The school has the responsibility to annually notify parents, faculty, staff and short-term workers (e.g., telephone repair workers, utility workers or exterminators) who may come in contact with asbestos in the school, using the form letters and notices to be provided by the Department of Catholic Schools. Copies of all notices shall also be sent by the school to the Department of Catholic Schools. Notwithstanding any other provision contained herein, the cost of the compliance inspections, if any, shall be borne solely by the school.