



ARCHDIOCESE
OF PORTLAND IN
OREGON

**Best Practices
for
Parish Corporations**

September 2019

**BEST PRACTICES
FOR PARISH
CORPORATIONS**

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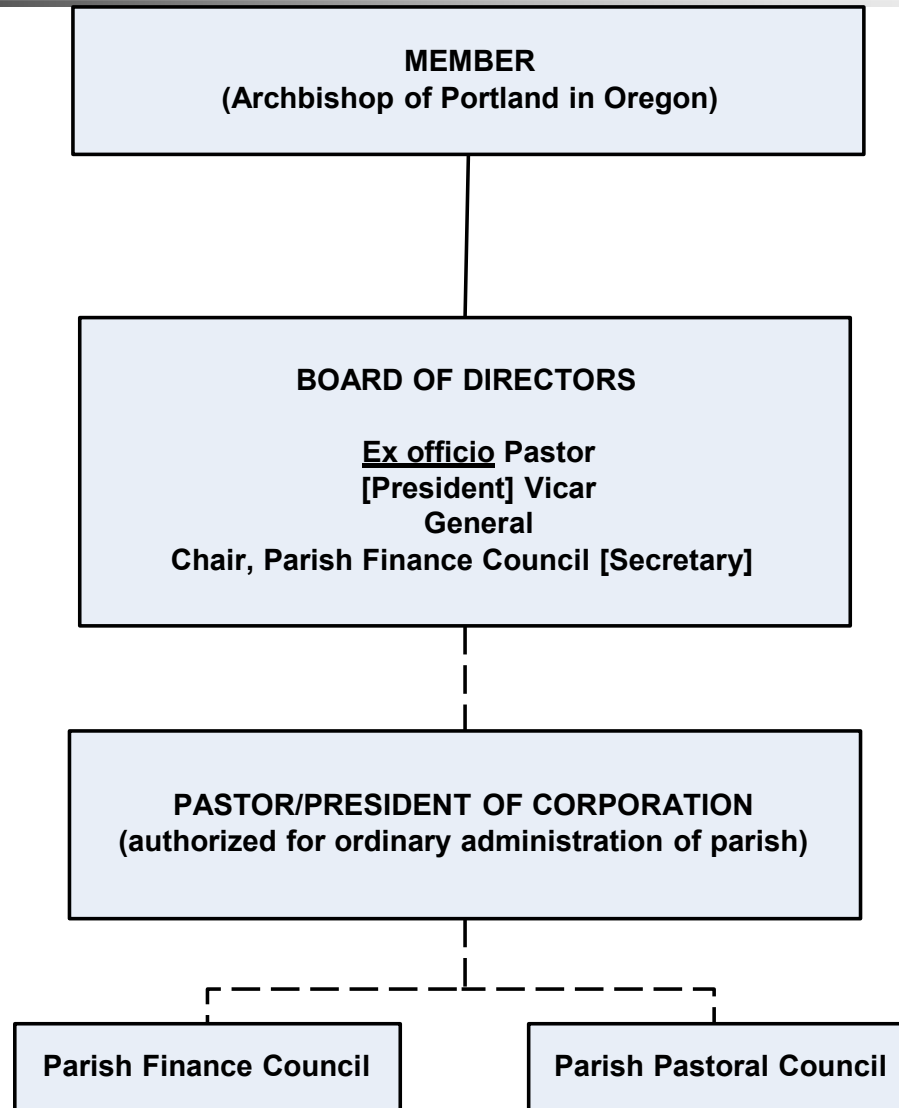
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1. The Parish Corporation

PARISH MEMBER CORPORATION



ARTICLES OF INCORPORATION
OF
[NAME] CATHOLIC CHURCH, PORTLAND, OREGON
RECITALS

- A.** The Archdiocese of Portland in Oregon (the “Archdiocese”) is an ecclesiastical entity of the Roman Catholic Church under the religious leadership of the Archbishop of Portland in Oregon, as duly appointed by the Holy See of the Roman Catholic Church (the “Archbishop”). Under the Code of Canon Law of the Roman Catholic Church (“Canon Law”), the Archdiocese is a separate juridic entity with its own rights and obligations. The Archdiocese exists under civil law as a separate Oregon corporation.
- B.** [NAME OF PARISH] (the “Parish”) is a parish under Canon Law: a certain community of the faithful whose pastoral care is entrusted to a pastor who is appointed by and under the jurisdiction of the Archbishop (the “Pastor”). Under Canon Law, the Parish also is a separate juridic entity with its own rights and obligations.
- C.** Throughout their history, the Archdiocese and the Parish each have operated as separate entities and functioned with each other pursuant to Canon Law and the doctrines, teachings, traditions and polity of the Roman Catholic Church.
- D.** To ensure that the separate juridic persons of the Archdiocese and the Parish under Canon Law are more clearly reflected in their civil law organizational structures, the undersigned incorporator hereby forms this Corporation. Henceforth the Parish will exist and operate under civil law as an Oregon religious nonprofit corporation.
- E.** Nothing in these Articles of Incorporation or the Bylaws of the Corporation is intended to alter, modify or vacate the Archdiocese’s or the Parish’s continuing rights and obligations under Canon Law and the doctrines, teachings, traditions and polity of the Roman Catholic Church.
- F.** The Parish expressly acknowledges that it is subject to the ecclesiastical jurisdiction of the Archbishop, Canon Law and the doctrines, teachings, traditions, and polity of the Roman Catholic Church, as interpreted by the Archbishop in his sole discretion.

Note: As used herein, the term “Pastor” may refer also to the designated Administrator or Pastoral Administrator of a parish.

ARTICLE 1
Name

The name of the Corporation is [NAME] Catholic Church, Portland, Oregon (the “Corporation”).

ARTICLE 2
Type

The Corporation is a religious corporation.

ARTICLE 3
Member

- 3.1 Designation of Member.** The Corporation will have a single member, the Archbishop, or in the case of vacancy in the position of Archbishop of Portland in Oregon, the duly appointed Administrator of the Archdiocese (“Member”).
- 3.2 Member’s Attorney-in-fact.** Any consent, approval, authorization, response or other writing, instrument or other action required or permitted of or reserved to the Member under these Bylaws, the Articles of Incorporation or the Oregon Nonprofit Corporation Act (the “Act”) shall be effective if given, made or executed by the Member or by the Member’s attorney-in-fact duly appointed by written instrument executed by the Member.

ARTICLE 4
Purposes and Powers

- 4.1 General Purpose.** The Corporation is organized and must be operated exclusively for religious, charitable, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
- 4.2 Specific Purpose.** The specific and interrelated purposes of the Corporation are: to carry out the mission of the Roman Catholic Church, as operated through the Archdiocese, specifically in connection with the religious, charitable or educational operations of the Parish; and to hold property for the use and benefit of and in trust for the Parish, its mission, ministries and activities. All actions of the Corporation in furtherance of these purposes shall be consistent with and subject to Canon Law and the doctrines, teachings, traditions, and polity of the Roman Catholic Church.
- 4.3 Net Earnings.** No part of the Corporation’s net earnings may inure to the benefit of any private shareholder or individual.
- 4.4 Powers.** The Corporation shall have the power to take any lawful action necessary, appropriate or desirable to carry out its purposes, except as restricted in these Articles of Incorporation or the Bylaws of the Corporation.

- 4.5 General Restrictions.** Notwithstanding any provision in these Articles of Incorporation to the contrary:
- (a) No part of the Corporation's assets may be used in any manner, and the Corporation may not participate in any activity, that would cause the Corporation to cease to qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code; and
 - (b) The Corporation shall have no power to act in violation of Canon Law or the doctrines, teachings, traditions, and polity of the Roman Catholic Church, as interpreted by the Archbishop in his sole discretion.
- 4.6 Restriction on Influencing Legislation.** No substantial part of the Corporation's activities may consist of carrying on propaganda, or otherwise attempting, to influence legislation.
- 4.7 Restriction on Political Campaigns.** The Corporation may not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

ARTICLE 5

Liability of Directors and Uncompensated Officers

To the extent permitted by and in accordance with the Act:

- (a) a director or uncompensated officer shall have no personal liability to the Corporation or its Member for monetary damages arising out of or in connection with his or her conduct as a director or officer; and
- (b) the Member shall have no personal liability to the Corporation for monetary damages arising out of or in connection with his conduct as Member.

ARTICLE 6

Indemnification

- 6.1 Indemnification.** To the extent permitted by and in accordance with the Act, the Corporation will indemnify and defend an individual made a party to a proceeding because the individual is or was a member, director or officer against liability incurred in the proceeding.
- 6.2 Advance for Expenses.** To the extent permitted by and in accordance with the Act, the Corporation will pay for or reimburse the reasonable expenses incurred by a member, director or officer who is a party to a proceeding in advance of final disposition of the proceeding.

ARTICLE 7
Special Powers Reserved/Authorized to the Member

In accordance with ORS 65.301(3) (and any successor statute so providing), the Member is authorized to exercise the following powers that would otherwise be exercisable by the Corporation's Board of Directors:

- (a) Approval of a plan of merger (to the maximum extent such authority can be exercised under applicable law by the Member without action of the Board of Directors);
- (b) Approval of the sale, lease, exchange or other disposition of all or substantially all of the Corporation's assets, other than in the usual and regular course of the Corporation's activities (to the maximum extent such authority can be exercised under applicable law by the Member without action of the Board of Directors);
- (c) Approval of the voluntary dissolution of the Corporation (to the maximum extent such authority can be exercised under applicable law by the Member without action of the Board of Directors); and
- (d) Amendment or repeal of the Articles of Incorporation or Bylaws of the Corporation when such amendment or repeal is necessary for conformity with Canon Law or the doctrines, teachings, traditions and polity of the Roman Catholic Church, as interpreted by the Archbishop in his sole discretion.

ARTICLE 8
Directors

All corporate powers will be exercised by or under the authority of, and the affairs of the Corporation managed under the direction of its Board of Directors subject to the limitations set forth in these Articles of Incorporation. The Board of Directors may exercise the following powers, but only with the prior written consent of the Member:

- (a) File a petition in bankruptcy, dissolve, merge or transfer all or substantially all of the assets of the Corporation;
- (b) Purchase, sell, or otherwise acquire or transfer real property or interests in real property of the Corporation;
- (c) Sell, dispose of or otherwise alienate any capital asset of the Corporation in a transaction (or a series of related transactions) involving an aggregate amount in excess of the amount determined under Canon Law (canon 1292), as it may be modified from time to time;
- (d) Borrow money, issue notes, bonds and other obligation or secure any of its obligations by mortgage or pledge of any of its property or income;

- (e) Enter into an agreement to lease real property of the Corporation for a term in excess of that duration established by the Archdiocese, as it may be modified from time to time;
- (f) Amend or repeal the Articles of Incorporation or Bylaws of the Corporation;
- (g) Create or cause the creation of, fund or otherwise support the formation of an affiliated or subsidiary entity;

Other actions that may be specified in the Bylaws.

ARTICLE 9 Distribution of Assets on Dissolution

Upon dissolution, the Corporation must distribute its assets in accordance with applicable provisions of Canon Law to one or more organizations organized for the religious, charitable or educational purposes of the Roman Catholic Church and which are recognized as exempt under Section 501(c)(3) of the Internal Revenue Code.

ARTICLE 10 Registered Office and Registered Agent

The street address of the Corporation's initial registered office and the name of its initial registered agent at that location is:

SW&W Legal Services, Inc.
1211 SW Fifth Avenue, Suite 1800
Portland, OR 97204.

ARTICLE 11 Incorporator

The name and address of the incorporator is:

John G. Vlazny
2838 E. Burnside Street
Portland, OR 97214.

ARTICLE 12 Mailing Address for Notices

The mailing address to which notices may be mailed is:

c/o Schwabe, Williamson & Wyatt PC
1211 SW 5th Ave, Suite 1800
Portland, OR 97204.

ARTICLE 13
Effective Date

These articles of incorporation will become effective on April 30, 2008.

Incorporator:

John G. Vlazny

AMENDED BYLAWS
OF
[NAME] CATHOLIC CHURCH, [CITY], OREGON

Preamble

The Corporation (sometimes herein referred to as the “Parish”) has been formed:to carry out the mission of the Roman Catholic Church, as operated through the Archdiocese of Portland in Oregon (the “Archdiocese”), specifically in connection with the religious, charitable and educational operations of the Parish; and to hold property for the use and benefit of and in trust for the Parish, its mission, ministries and activities; both of the foregoing, consistent with and subject to the Code of Canon Law of the Roman Catholic Church (“Canon Law”) and the doctrines, teachings, traditions, and polity of the Roman Catholic Church.

SECTION 1 MEMBER

- 1.1 Designation of Member.** The Corporation will have a single Member, the Archbishop of Portland in Oregon (the “Archbishop”), as duly appointed by the Holy See or, in the case of vacancy in the position of Archbishop of Portland in Oregon, the duly appointed Administrator of the Archdiocese.
- 1.2 Member’s attorney-in-fact.** Any consent, approval, authorization, response, writing, instrument or other action required or permitted of or reserved to the Member under these Bylaws, the Articles of Incorporation or the Oregon Nonprofit Corporation Act (the “Act”) shall be effective if given, made or executed by the Member or by the Member’s attorney-in-fact duly appointed by written instrument executed by the Member.

SECTION 2 MEMBERSHIP MEETINGS AND ACTION WITHOUT MEETINGS

2.1 Annual Meetings.

- (a) If the Act requires the Corporation to hold an annual membership meeting, the Corporation shall hold its annual meeting on the second Thursday of September of each year, or at such other time and date as may be fixed by the Member. Ordinarily, the requirement for such meeting will be fulfilled by written consent initiated by the Member and delivered to the Corporation as set forth in Section 2.2.
- (b) The failure to hold an annual meeting does not affect the validity of any corporate action.

Note: As used herein, the term “Pastor” may refer also to the designated Administrator or Pastoral Administrator of a parish.

2.2 Action Without Meeting.

- (a) Action required or permitted by the Act to be taken at a membership meeting may be taken without a meeting if the action is taken by the Member, which action must be evidenced by one or more written consents describing the action taken, signed by the Member, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records.
- (b) A consent signed under this Section 2.2 has the effect of a meeting vote and may be described as such in any document.

2.3 Proxies.

- (a) The Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment form either personally or by the Member's attorney-in-fact.
- (b) An appointment of a proxy is revocable by the Member. Appointment of a proxy is revoked by the person appointing the proxy:
 - (1) attending any meeting and voting in person; or
 - (2) signing and delivering to the secretary or other officer or agent authorized to tabulate proxy votes either a writing stating that the appointment of the proxy is revoked or a subsequent appointment form.
- (c) Subject to ORS 65.237 and any express limitation on the proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the Member making the appointment.

2.4 Special Powers Reserved/Authorized to the Member. In accordance with ORS 65.301(3) (and any successor statute so providing), the Member is authorized to exercise the following powers that would otherwise be exercisable by the Corporation's board of directors:

- (1) Approval of a plan of merger (to the maximum extent such authority can be exercised under applicable law by the Member without action of the board of directors);
- (2) Approval of the sale, lease, exchange or other disposition of all or substantially all of the Corporation's assets, other than in the usual and regular course of the Corporation's activities (to the maximum extent such authority can be exercised under applicable law by the Member without action of the board of directors);

- (3) Approval of the voluntary dissolution of the Corporation (to the maximum extent such authority can be exercised under applicable law by the Member without action of the board of directors); and
- (4) Amendment or repeal of the Articles of Incorporation or Bylaws of the Corporation when such amendment or repeal is necessary for conformity with Canon Law or the doctrines, teachings, traditions and polity of the Roman Catholic Church, as interpreted by the Archbishop in his sole discretion.

SECTION 3 BOARD OF DIRECTORS

3.1 Duties of Board.

- (a) All corporate powers will be exercised by or under the authority of, and the affairs of the Corporation managed under the direction of, the board of directors, subject to any limitation set forth in the Articles of Incorporation or these Bylaws.
- (b) The board of directors may exercise the following powers, but only with the prior written consent of the Member:
 - (1) File a petition in bankruptcy, dissolve, merge or transfer all or substantially all of the assets of the Corporation;
 - (2) Purchase, sell, or otherwise acquire or transfer real property or interests in real property of the Corporation;
 - (3) Sell, dispose of or otherwise alienate any capital asset of the Corporation in a transaction (or a series of related transactions) involving an aggregate amount in excess of the amount determined under Canon Law (canon 1292), as it may be modified from time to time;
 - (4) Borrow money, issue notes, bonds and other obligations or secure any of its obligations by mortgage or pledge of any of its property or income;
 - (5) Enter into an agreement to lease real property of the Corporation for a term in excess of that duration established by the Archdiocese, as it may be modified from time to time;
 - (6) Create or cause the creation of, fund or otherwise support the formation of an affiliated or subsidiary entity;
 - (7) Amend or repeal of the Articles of Incorporation or Bylaws of the Corporation; and
 - (8) Any other action requiring consent of the Member under these Bylaws.
- (c) Consistent with Canon Law, the ordinary administration of the Parish, as is usual and customary under Canon Law, is delegated to the Pastor.

3.2 Number and Qualifications of Directors.

- (a) The board shall consist of three directors all *ex-officio*.
- (b) Except for those individuals serving on an interim basis pursuant to Section 3.4, the qualifications of the directors are as follows:
 - (1) In virtue of holding the position specified, the following will be *ex-officio* directors:
 - A. The Pastor of the Parish;
 - B. The Vicar General of the Archdiocese; and
 - C. The chair of the Parish Finance Council (or similarly named group fulfilling the requirements of canon 1280).
 - (2) An employee of the Parish shall not serve as a director.
- (c) Except as otherwise provided in the Articles of Incorporation or these Bylaws, each director shall have and enjoy all rights as a director under the Act, including the right to vote on all matters that may properly come before the board of directors.

3.3 Terms of Directors.

- (a) The term of a director shall be for so long as the individual occupies the position in virtue of which he or she serves as director or until removed.
- (b) A director will be deemed to have resigned from the board of directors as of the effective date of the director's resignation from the office in virtue of which he or she serves as director.
- (c) A director will be deemed to have been removed from the board of directors as of the effective date of the director's removal from the office in virtue of which he or she serves as a director.

3.4 Vacancy on Board.

- (a) If a vacancy occurs on the board of directors on an interim or permanent basis, the vacancy will be filled as follows. The Member will fill a vacancy in the directorship of an individual who serves in virtue of his office as Vicar General of the Archdiocese or Pastor of the Parish. The Pastor will fill a vacancy in the directorship of the individual who serves in virtue of his or her service as chair of the Parish Finance Council. In extraordinary circumstances, the Member may fill any vacancy on the board on an interim basis to the extent necessary for board action or to enable the Corporation to comply with the Act.

- (b) A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date under Section 3.3 or otherwise, may be filled by the Member or the Pastor, in accordance with Section 3.4, before the vacancy occurs but the new director may not take office until the vacancy occurs.
- (c) A vacancy on the board of directors may be filled on an interim or permanent basis.

3.5 Chairperson of the Board of Directors. The board of directors may appoint a chairperson of the board of directors at any time. The chairperson of the board of directors will preside at all meetings of the board of directors and will perform other duties prescribed by the board of directors.

SECTION 4 MEETINGS AND ACTION OF BOARD

4.1 Regular and Special Meetings.

- (a) If the time and place of a directors' meeting is fixed by these Bylaws or is regularly scheduled by the board of directors, the meeting is a regular meeting. All other meetings are special meetings.
- (b) The board of directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through, use of any means of communication by which either of the following occurs:
 - (1) all directors participating may simultaneously hear or read each other's communications during the meeting; or
 - (2) all communications during the meeting are immediately transmitted to each participating director, and each participating director is able to immediately send messages to all other participating directors.
- (c) If a meeting is conducted through the use of any means described in Section 4.1(b):
 - (1) all participating directors must be informed that a meeting is taking place at which official business may be transacted; and
 - (2) a director participating in the meeting by this means is deemed to be present in person at the meeting.

4.2 Action Without Meeting.

- (a) Action required or permitted by the Act to be taken at the board of directors' meeting may be taken without a meeting if the action is taken by all members of the board of directors. The action must be evidenced by one or more written consents, including consents given by electronic means (e.g., fax, email), describing the action taken, signed by each director, and included in the minutes or filed with the corporate records reflecting the action taken.

- (b) Action taken under this Section 4.2 is effective when the last director signs the consent, unless the consent specifies an earlier or later effective date.
- (c) A consent signed under this Section 4.2 has the effect of a meeting vote and may be described as such in any document.

4.3 Call and Notice of Meetings.

- (a) Regular meetings of the board may be held with reasonable notice of the date, time, place and purpose of the meeting.
- (b) Special meetings of the board must be preceded by at least seven days' notice to each director of the date, time, place and purpose of the meeting.
- (c) The presiding officer of the board, the president or 50 percent of the directors then in office may call and give notice of a meeting of the board.

4.4 Waiver of Notice.

- (a) A director may at any time waive any notice required by the Act, the Articles of Incorporation or these Bylaws. Except as provided in Section 4.4(b), the waiver must be in writing, must be signed by the director entitled to the notice, must specify the meeting for which notice is waived and must be filed with the minutes or the corporate records.
- (b) A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director, at the beginning of the meeting, or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

4.5 Quorum and Voting.

- (a) A quorum of the board of directors consists of a majority of the fixed number of directors.
- (b) If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present when the act is taken is the act of the board of directors unless the Articles of Incorporation or these Bylaws require the vote of a greater number of directors. A director is considered present regardless of whether the director votes or abstains from voting.
- (c) A director who is present at a meeting of the board of directors or a committee of the board of directors when corporate action is taken is deemed to have assented to the action taken unless:

- (1) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting the business at the meeting; or
- (2) the director's dissent or abstention from the action taken is entered in the minutes of the meeting.

4.6 Committees.

The Parish's Finance Council and the Parish's Pastoral Council shall be standing committees advisory to the Pastor. Subject to Section 3.1(c), the board of directors may create, in addition, one or more advisory committees to offer advice and counsel to the Pastor and/or the Corporation. Absent an express grant of authority by the board of directors, such committees shall be advisory only and shall not have the power or authority in any way to bind the Corporation.

SECTION 5 STANDARDS OF CONDUCT

5.1 General Standards for Directors.

- (a) A director must discharge the duties of a director, including the director's duties as a member of a committee:
 - (1) in good faith;
 - (2) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
 - (3) in a manner the director reasonably believes to be in the best interests of the Corporation.
- (b) A director will not be deemed to be a trustee with respect to the Corporation or with respect to any property held or administered by the Corporation, including without limit, property that may be subject to restrictions imposed by the donor or transferor of such property.

5.2 Director Conflict of Interest. All matters involving an actual or potential conflict of interest between the director and the Corporation shall be governed by ORS 65.361, or any successor statute.

SECTION 6 OFFICERS

6.1 Required Officers.

- (a) The Corporation shall have a president and a secretary, and will have no other officers.
- (b) For purposes of ORS 65.371, the president of the Corporation shall be the Pastor of the Parish, and the Pastor shall have all rights, responsibilities and authority

afforded to and imposed upon a president of an Oregon non-profit corporation, subject to such limitations or qualifications as are set forth in the Corporation's Articles of Incorporation, these Bylaws, or any resolution duly adopted by the Corporation's board of directors.

- (c) The secretary of the Corporation shall be the director who serves in virtue of his or her position as chair of the Parish Finance Council.

6.2 Duties and Authority of Officers. Each officer has the authority and will perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties and authority prescribed by the board of directors or by direction of an officer authorized by the board of directors to prescribe the duties of other officers. Nothing here shall, or is intended to, affect or limit the ecclesiastical relationship between the Archbishop (or the Archdiocese) and the Pastor, between the Archbishop (or the Archdiocese) and the Parish, or between the Pastor and the Parish, which relationships shall be governed pursuant to Canon Law, and the doctrines, teachings, traditions and polity of the Roman Catholic Church.

6.3 Standards of Conduct for Officers.

An officer must discharge the officer's duties:

- (a) in good faith;
- (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
- (c) in a manner the officer reasonably believes to be in the best interests of the Corporation.

6.4 President. The President will supervise, direct, and control the affairs of the Corporation, and will perform all duties commonly incident to the office of president of a corporation and other duties prescribed by the Member or the board of directors, in all respects to the extent consistent with Canon Law and the doctrines, teachings, traditions, and polity of the Roman Catholic Church.

6.5 Secretary. The secretary will:

- (a) prepare minutes of the directors' and Member's meetings and authenticate records of the Corporation;
- (b) ensure that all notices by the Corporation under the Act, the Articles of Incorporation or these Bylaws are given;
- (c) keep and maintain the records of the Corporation specified in ORS 65.771(1) and (5); and
- (d) perform all duties commonly incident to the office of secretary and other duties prescribed by the board of directors or an authorized officer.

SECTION 7 INDEMNIFICATION

- 7.1 Indemnification.** The Corporation will defend and indemnify an individual made a party to a proceeding because the individual is or was a Member, director or officer against liability incurred in the proceeding to the extent permitted by and in accordance with the Act.
- 7.2 Advance for Expenses.** To the extent permitted by and in accordance with the Act, the Corporation will pay for or reimburse the reasonable expenses incurred by a Member, director or officer who is a party to a proceeding in advance of final disposition of the proceeding.
- 7.3 Non-Exclusivity of Rights.** The indemnification and provisions for advancement of expenses provided in this Section 7 will not be deemed exclusive of any other rights to which directors, officers, employees or agents may be entitled under the Articles of Incorporation or these Bylaws, any agreement, general or specific action of the board of directors, vote of Member or otherwise, and will continue as to a person who has ceased to be a director, officer, employee or agent and will inure to the benefit of the heirs, executors and administrators of such a person.
- 7.4 Savings Provisions.** The repeal of a provision of this Section 7 does not affect:
- (a) the operation of the provision or any action taken under it before its repeal; or
 - (b) any ratification, right, remedy, privilege, obligation or liability acquired, accrued or incurred under the provision before its repeal.
- 7.5 Severability.** If any provision of this Section 7 or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of this Section 7 that can be given effect without the invalid provision or application, and to this end the provisions of this Section 7 are severable.
- 7.6 Contract Right.** All rights to indemnification under this Section 7 are contract rights that cannot be amended to retroactively reduce a director's or officer's rights under this Section 7.

SECTION 8 AMENDMENT OF BYLAWS BY THE DIRECTORS AND THE MEMBER

- 8.1 Amendment or Repeal by the Directors.** The board of directors may amend or repeal these Bylaws:
- (a) only with the prior written consent of the Member;
 - (b) except to the extent the Articles of Incorporation or these Bylaws reserve this power exclusively to the Member, in whole or in part; or

- (c) unless the Member, in amending or repealing a particular bylaw, provides expressly that the board of directors may not amend or repeal that bylaw.

8.2 Amendment or Repeal by the Member. The Member may amend or repeal these Bylaws without any action or the concurrence of the board of directors, even though these Bylaws may also be amended or repealed by the board of directors pursuant to Section 8.1 above when such amendment or repeal is necessary or appropriate to facilitate the Corporation's compliance with the Act or other applicable law, as determined by the Member.

SECTION 9 NOTICE

9.1 Oral or Written Notice. Notice may be oral or written unless otherwise specified for a particular kind of notice.

9.2 Methods of Notice. Notice may be communicated in person, by telephone, telegraph, teletype or other form of wire, wireless or electronic communication, or by mail or private carrier mailed to the address stated in Section 9.5 below.

9.3 Written Notice by the Corporation to Member. Written notice by the Corporation to the Member, if in a comprehensible form, is effective when mailed if it is mailed postpaid and is correctly addressed as provided in Section 9.6(a) below.

9.4 When Oral Notice is Effective. Oral notice is effective when communicated if communicated in a comprehensible manner.

9.5 When Written Notice is Effective. Except as provided in Section 9.3, personal written notice, if in a comprehensible form, is effective at the earliest of the following:

- (a) when received;
- (b) five days after its postmark, if mailed by United States mail correctly addressed and with first class postage affixed;
- (c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee;
- (d) thirty days after its deposit in the United States mail if mailed correctly addressed and with other than first class, registered or certified postage affixed; or
- (e) the date specified by the Articles of Incorporation or these Bylaws with respect to notice to directors.

9.6 When Written Notice is Correctly Addressed.

- (a) Unless otherwise so notified pursuant to this Section 9, written notice is correctly addressed to the Member if addressed to the principal place of business of the

Archdiocese as shown in the then current records of the Oregon Secretary of State Corporation Division.

- (b) Written notice is correctly addressed to the Corporation if addressed to its registered agent or, if none is of record, to the Corporation's principal office shown in the then current records of the Oregon Secretary of State Corporation Division.
- (c) Written notice is correctly addressed to a director if addressed to the director's last known address appearing in the records of the Corporation.

SECTION 10 MISCELLANEOUS

- (a) Any matter not specifically addressed herein shall be governed by the Act.
- (b) Notwithstanding anything herein to the contrary, the Corporation may enter into certain agreements with the Archdiocese and/or various of its affiliates to support the Corporation in the management of its business and affairs.

SECTION 11 DEFINITIONS

All terms used in these Bylaws that are defined in the Articles of Incorporation of the Corporation or the Act will have the meanings ascribed to them in the Articles of Incorporation or the Act.

These Amended Bylaws were adopted by the board of directors of the Corporation effective as of the date of the 2012 annual Member meeting of the Corporation.

Secretary or President

2. Corporate Meetings

GUIDELINES FOR BOARD ACTION

BOARD ACTION/MEMBER APPROVAL <u>REQUIRED</u>	BOARD ACTION APPROPRIATE	BOARD ACTION NOT REQUIRED
<p>Board action is necessary whenever the written consent of the Member is required for corporate action. See <i>Articles of Incorporation</i>, Article 8 for complete list.</p> <p>The most common activities of a parish requiring board action include:</p> <ul style="list-style-type: none"> • Purchasing real property • Selling real property • Granting an easement that may restrict the future use or diminish the value or marketability of parish property* • Selling a capital asset of the parish (other than real property) valued at more than \$500,000 • Borrowing money • Leasing parish real property (initial lease term) for a period of 1 year or more • Initiating a major construction project 	<p>Although Member consent is not required, board action is appropriate when the parish is considering certain other significant actions. For example:</p> <ul style="list-style-type: none"> • Closure of the parish school, or adding/ceasing to operate certain grade levels • Expanding parish operations to include new activities that have a significant business component (e.g., a child care center, a thrift shop, a bus service for students, etc.) • Developing a master plan for parish facilities • Initiating a capital campaign • Undertaking a major maintenance project • Lease renewals 	<p>Board action is NOT required for the day-to-day operations of the parish. The ordinary administration of the parish that is the prerogative of the Pastor under Canon Law has also been delegated to the Pastor under the parish civil corporate structure. Thus, board action is not required (or appropriate), for example, for:</p> <ul style="list-style-type: none"> • Hiring/terminating parish personnel • Authorizing routine expenditures within the parish budget • Operating established parish ministries • Initiating new parish activities that do not have a significant business component <p>Board action is NOT required in furtherance of an action previously approved by the board when follow-up has expressly been delegated to a named individual and/or under specific conditions.</p>

* Various "routine" easements (utility easements, temporary construction easements and the like) may be granted by the Pastor in the ordinary administration of the parish. These are easements that do not unduly burden parish properties or materially impact their use or value.

Note: In some cases, action by a parish board of directors will be taken along with other approvals required of the parish under Canon Law in connection with the Archbishop's oversight of parish affairs, or for insurance purposes (for example, submission of parish building plans to the Archdiocesan Building Commission; review of certain contract provisions for compliance with insurance protocols.)

BOARD ACTION: WHEN IS A MEETING REQUIRED?

The board of directors may take action with or without a meeting.

MEETING REQUIRED (Bylaws, Section 4.1)

A meeting of the board of directors should be called when:

- ✓ a decision needs to be made or topic addressed that requires discussion by the directors;
 - ✓ previous discussion among the directors suggests that there may not be unanimous consent to the proposed action; or
 - ✓ [if the action requires Member consent] the director who is the Member's-attorney-in-fact (the Vicar General) has not been previously been provided sufficient information to consent to the proposed action.
- Notice of the meeting must be given in accordance with the Bylaws, Section 4.3. If possible, the meeting should be held when all directors can attend.
 - A quorum must be present for the board to transact business. (Bylaws, Section 4.5)
 - The meeting may be held in one location with all directors coming together; or any or all directors may participate by telephone conference or other means of communication so long as all directors participating may simultaneously hear or read each other's communications during the meeting. (Bylaws, Section 4.1)
 - Minutes of the meeting should be taken and placed in the Corporate Minute Book.

MEETING NOT REQUIRED (Bylaws, Section 4.2)

The board of directors may take action without a meeting when *everyone* on the board is in agreement about the action to be taken.

- The unanimous consent of ALL 3 directors is required – not just a majority vote. (Bylaws, Section 4.2(a))
- A telephone or other informal poll is advisable to confirm that all directors are in agreement with the proposed action before proceeding to act by written consent. If any director requests further discussion among the directors, that should take place before proceeding further. If fewer than all directors are in agreement, the board should schedule a meeting.
- A telephone poll to individual directors resulting in a mere majority vote in favor of an action does not authorize the board to act by written consent. *Only* if the poll results in unanimous approval of all directors is board action authorized by written consent.
- Every director must sign and date the written consent form or counterpart thereof. (Bylaws, Section 4.2(a)). The consent form should be placed in the Corporate Minute Book.

[See sample forms: *Minutes of Meeting of the Board of Directors*; *Consent to Corporate Action by the Board of Directors Without a Meeting*]

[NAME OF PARISH CORPORATION]

**MINUTES OF BOARD OF DIRECTORS MEETING
[DATE]**

The board of directors of [NAME OF CORPORATION] met on [DATE] at [TIME] at [PLACE]. The following directors were present: [NAMES OF DIRECTORS PRESENT]. (If applicable) [NAMES OF DIRECTORS] attended the meeting by teleconference. [NAMES OF OTHERS PRESENT] were also in attendance at the meeting.

[NAME OF PASTOR/PRESIDENT] called the meeting to order and noted that the number of directors in attendance was sufficient to constitute a quorum.

The minutes from the meeting of the Board of Directors held on [DATE] were presented by the Secretary and approved by voice vote.

Committee reports [if applicable]

Old business

[For each agenda item include:]

Summary of discussion.

Decision [if applicable].

New business

[For each agenda item include:]

Summary of discussion.

Decision [if applicable].

Other/Conclusion

There being no further business, the meeting was adjourned at [TIME].

Signature of Secretary

**CONSENT TO CORPORATE ACTION WITHOUT A MEETING
BY THE BOARD OF DIRECTORS**

Name of Corporation: _____

In accordance with the Oregon Nonprofit Corporation Act, we, the undersigned, being all the Directors of this corporation, an Oregon nonprofit corporation, do consent to the following corporate action as if such action had been taken at a duly held meeting of the Board of Directors of the corporation:

RESOLVED:

FURTHER RESOLVED:

FURTHER RESOLVED: [As necessary]

Signing this Consent constitutes a written waiver of any notice required by the Oregon Nonprofit Corporation Act, the Corporation's Articles of Incorporation, Bylaws, or otherwise.

This Consent may be signed in counterparts.

This action is to be effective as of: _____
Date

Signature (Pastor)

Date Signed: _____

Signature (Vicar General)

Date Signed: _____

Signature (Chair, Parish Finance Council)

Date Signed: _____

3. Corporate Resolutions

CORPORATE RESOLUTIONS

This section provides templates of corporate resolutions appropriate for use by a parish corporation. Are parishes required to use these templates? No, but many parishes have found them helpful. Use of the templates will help assure a parish board that it has not omitted anything significant.

The sample corporate resolutions relate to the subject matters on which parishes most frequently take corporate action:

- Purchase of real property
- Sale of real property
- Granting an easement
- Leasing parish property
- Initiating a major construction project
- Entering into a major construction or maintenance contract
- Borrowing money
- Selling a major capital asset of the parish (other than real property).

Note that the sample resolutions on each subject matter state:

- ✓ The corporate action authorized (e.g. sale of property), attaching documents when appropriate;
- ✓ The person or persons authorized to carry out the action approved;
- ✓ If applicable, that the authorization of the board is subject to Member approval;
- ✓ If applicable, that the action authorized is subject to policies and procedures of the Archdiocesan Building Commission or Parish Funds Trust/Loan Commission; and
- ✓ That any action previously taken by the corporation (i.e., prior to formal board resolution) to carry out the action authorized is ratified.

Additional resolutions may be appropriate and vary with different parish situations.

CORPORATE RESOLUTIONS TEMPLATES ARE AVAILABLE ELECTRONICALLY AT:

<https://factsonline.archdpx.org/>

**CONSENT TO CORPORATE ACTION WITHOUT A MEETING
BY THE BOARD OF DIRECTORS**

Name of Corporation: _____ (“Corporation”)

In accordance with the Oregon Nonprofit Corporation Act, we, the undersigned, being all the Directors of this Corporation, an Oregon nonprofit corporation, do consent to the following corporate action as if such action had been taken at a duly held meeting of the Board of Directors of the Corporation:

RESOLVED, that the board of directors approves the transactions contemplated by the [TITLE ON DOCUMENT CREATING EASEMENT] {between} the Corporation and [OTHER PARTY] in the form presented to the board of directors, attached as Exhibit A (the “Easement”).

FURTHER RESOLVED, that the president [acting alone is] [acting alone or acting together with [NAME(S)], are] authorized to sign and deliver all documents and to take or cause to be taken all other acts on behalf of the Corporation that they deem necessary or appropriate to effect and carry out the intent of the above resolution.

FURTHER RESOLVED, that the foregoing resolutions are subject to the consent of the Member of the Corporation and shall not be effected and carried out without such consent.

FURTHER RESOLVED, that all acts previously taken by any officer of the Corporation [or by [NAME] _____] on behalf of the Corporation to effect and carry out the intent of the above resolutions are approved, ratified, and confirmed, provided the acts were not inconsistent with these resolutions or with the Corporation’s Articles of Incorporation or Bylaws, the Oregon Nonprofit Corporation Act, or any other applicable law.

Signing this Consent constitutes a written waiver of any notice required by the Oregon Nonprofit Corporation Act, the Corporation’s Articles of Incorporation, Bylaws, or otherwise.

This Consent may be signed in counterparts.

This action is to be effective as of the date last signed below.

Signature (Pastor)

Date Signed: _____

Signature (Vicar General)

Date Signed: _____

Signature (Chair, Parish Finance Council)

Date Signed: _____

**CONSENT TO CORPORATE ACTION WITHOUT A MEETING
BY THE BOARD OF DIRECTORS**

Name of Corporation: _____ (“Corporation”)

In accordance with the Oregon Nonprofit Corporation Act, we, the undersigned, being all the Directors of this Corporation, an Oregon nonprofit corporation, do consent to the following corporate action as if such action had been taken at a duly held meeting of the Board of Directors of the Corporation:

RESOLVED, that the board of directors approves the transactions contemplated by the [TITLE ON LEASE AGREEMENT] {between} the Corporation and [OTHER PARTY] in the form presented to the board of directors, attached as Exhibit A (the “Lease Agreement”).

FURTHER RESOLVED, that the president [acting alone is] [acting alone or acting together with [NAME(S)], are] authorized to sign and deliver all documents and to take or cause to be taken all other acts on behalf of the Corporation that they deem necessary or appropriate to effect and carry out the intent of the above resolution.

FURTHER RESOLVED, that the foregoing resolutions are subject to the consent of the Member of the Corporation and shall not be effected and carried out without such consent.

FURTHER RESOLVED, that all acts previously taken by any officer of the Corporation [or by [NAME] _____] on behalf of the Corporation to effect and carry out the intent of the above resolutions are approved, ratified, and confirmed, provided the acts were not inconsistent with these resolutions or with the Corporation’s Articles of Incorporation or Bylaws, the Oregon Nonprofit Corporation Act, or any other applicable law.

Signing this Consent constitutes a written waiver of any notice required by the Oregon Nonprofit Corporation Act, the Corporation’s Articles of Incorporation, Bylaws, or otherwise.

This Consent may be signed in counterparts.

This action is to be effective as of the date last signed below.

Signature (Pastor)

Date Signed: _____

Signature (Vicar General)

Date Signed: _____

Signature (Chair, Parish Finance Council)

Date Signed: _____

**CONSENT TO CORPORATE ACTION WITHOUT A MEETING
BY THE BOARD OF DIRECTORS**

Name of Corporation: _____ (“Corporation”)

In accordance with the Oregon Nonprofit Corporation Act, we, the undersigned, being all the Directors of this Corporation, an Oregon nonprofit corporation, do consent to the following corporate action as if such action had been taken at a duly held meeting of the Board of Directors of the Corporation:

RESOLVED, that the board of directors approves the plan of the Corporation to initiate and complete construction to [BUILD/REMODEL/EXPAND] the [NAME OF PARISH BUILDING] (“Construction Project”).

FURTHER RESOLVED, that the Corporation follow whatever standards and procedures are required and approvals necessary through the Archdiocesan Building Commission process to carry out the Construction Project. Such standards and procedures may include but not be limited to: developing or updating a parish master plan; following established construction standards and guidelines; obtaining review and approval of construction documents, etc.

FURTHER RESOLVED, that the foregoing resolutions are subject to the consent of the Member of the Corporation and shall not be effected and carried out without such consent.

FURTHER RESOLVED, that the president [acting alone is] [acting alone or acting together with [NAME(S)], are] authorized to sign and deliver all documents and to take or cause to be taken all other acts on behalf of the Corporation that they deem necessary or appropriate to effect and carry out the intent of the above resolutions.

FURTHER RESOLVED, that all acts previously taken by any officer of the Corporation [or by [NAME] _____] on behalf of the Corporation to effect and carry out the intent of the above resolutions are approved, ratified, and confirmed, provided the acts were not inconsistent with these resolutions or with the Corporation’s Articles of Incorporation or Bylaws, the Oregon Nonprofit Corporation Act, or any other applicable law.

Signing this Consent constitutes a written waiver of any notice required by the Oregon Nonprofit Corporation Act, the Corporation’s Articles of Incorporation, Bylaws, or otherwise.

This Consent may be signed in counterparts.

This action is to be effective as of the date last signed below.

Signature (Pastor)

Date Signed: _____

Signature (Vicar General)

Date Signed: _____

Signature (Chair, Parish Finance Council)

Date Signed: _____

**CONSENT TO CORPORATE ACTION WITHOUT A MEETING
BY THE BOARD OF DIRECTORS**

Name of Corporation: _____ (“Corporation”)

In accordance with the Oregon Nonprofit Corporation Act, we, the undersigned, being all the Directors of this Corporation, an Oregon nonprofit corporation, do consent to the following corporate action as if such action had been taken at a duly held meeting of the Board of Directors of the Corporation:

RESOLVED, that the Corporation is authorized to seek approval to borrow and obtain a loan in an amount not to exceed \$[AMOUNT] from the Parish Funds Trust, and to use as collateral whatever the Trustees of the Parish Funds Trust may require to secure the Corporation’s obligation to pay the debt.

FURTHER RESOLVED, that the Corporation enter into and perform any agreements that the president deems necessary or appropriate to effect and evidence the borrowing or any security therefor (the “Loan Documents”); and that the president [acting alone is] [acting alone or acting together with [NAME(S)], are] authorized to execute and delivery for and on behalf of the Corporation all such Loan Documents.

FURTHER RESOLVED, that the foregoing resolutions are subject to the consent of the Member of the Corporation and shall not be effected and carried out without such consent.

FURTHER RESOLVED, that, once the foregoing loan is established and funded, the president, without the necessity of further action by this board of directors, is further authorized to renegotiate terms and conditions of the loan, sign and deliver on behalf of the Corporation the renegotiated and/or amended Loan Documents and any other documents contemplated by the renegotiated and/or amended Loan Documents, provided that such renegotiation or amendment does not increase the principal amount of the Corporation’s debt.

FURTHER RESOLVED, that all acts previously taken by any officer of the Corporation [or by [NAME] _____] on behalf of the Corporation to effect and carry out the intent of the above resolutions are approved, ratified, and confirmed, provided the acts were not inconsistent with these resolutions or with the Corporation’s Articles of Incorporation or Bylaws, the Oregon Nonprofit Corporation Act, or any other applicable law.

Signing this Consent constitutes a written waiver of any notice required by the Oregon Nonprofit Corporation Act, the Corporation’s Articles of Incorporation, Bylaws, or otherwise.

This Consent may be signed in counterparts.

This action is to be effective as of the date last signed below.

_____ Date Signed: _____
Signature (Pastor)

_____ Date Signed: _____
Signature (Vicar General)

_____ Date Signed: _____
Signature (Chair, Parish Finance Council)

**CONSENT TO CORPORATE ACTION WITHOUT A MEETING
BY THE BOARD OF DIRECTORS**

Name of Corporation: _____

In accordance with the Oregon Nonprofit Corporation Act, we, the undersigned, being all the Directors of this corporation, an Oregon nonprofit corporation, do consent to the following corporate action as if such action had been taken at a duly held meeting of the Board of Directors of the corporation:

RESOLVED: That the following name(s) be added as authorized signatories on bank account # _____ maintained by the corporation at _____ Bank, _____, Oregon:

[STATE NAMES HERE]

FURTHER RESOLVED: That the following name(s) be removed as authorized signatories on bank account# _____ maintained by the corporation at _____ Bank, _____, Oregon.

[STATE NAMES HERE]

FURTHER RESOLVED:

[ADD OTHER CHANGES, IF ANY, TO BE MADE TO THE ACCOUNT INFORMATION]

Signing this Consent constitutes a written waiver of any notice required by the Oregon Nonprofit Corporation Act, the Corporation's Articles of Incorporation, Bylaws, or otherwise.

This Consent may be signed in counterparts.

This action is to be effective as of: _____
Date

Signature (Pastor) Date Signed: _____

Signature (Vicar General) Date Signed: _____

Signature (Chair, Parish Finance Council) Date Signed: _____

4. Frequently Asked Questions

Frequently Asked Questions

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BEST PRACTICES FOR PARISH CORPORATIONS

Questions and Answers

The following questions address issues that have arisen since the parishes were incorporated. [References are to the parish Articles of Incorporation (“Articles”) and Bylaws; or this manual, *Best Practices for Parish Corporations* (“Best Practices manual”).]

I. THE CORPORATION IN THE LIFE OF THE PARISH

How does incorporation change the way a parish operates?

Incorporation does not change the essentials of parish life. Parishes continue to operate in accordance with Canon Law, the particular law of the Archdiocese of Portland in Oregon, and customary arrangements between the parishes and the Pastoral Center.

- The pastor remains head of the parish, advised by the parish finance and pastoral councils. Corporate structure recognizes this in designating the pastor *ex-officio* President of the corporation with the parish councils as standing advisory committees.
- The Archbishop has canonical oversight of parish affairs. Corporate structure recognizes this in designating the Archbishop as sole Member.
- Pastoral Center offices provide services to the parishes and assist the Archbishop in his oversight of parish affairs. A *Parish Services Agreement* between the parish corporation and the Archdiocese describes this arrangement.

Changes are primarily in procedures related to certain business transactions.

What procedures are different for parishes under the corporate structure?

Significant parish business transactions have long been subject to the oversight of the Archbishop under Canon Law. With parishes as separate corporations, this oversight is accomplished, in part, through action by the board of directors and Member consent. Examples of these significant transactions include: buying, selling or leasing parish real property, borrowing money, and initiating a major construction project. [See *Articles*, 8 for a complete list.]

When does the Archbishop become involved in parish corporate affairs?

The Archbishop as corporate Member is involved in certain parish business activities for which he has oversight responsibilities under Canon Law. [See *Articles*, 7 and 8]

When must the board of directors become involved in parish affairs?

Any corporate action requiring Member consent requires prior board action. These include buying, selling or leasing parish property, borrowing money, and other major business transactions. [See *Guidelines for Board Action* in Best Practices manual.]

May the board of directors become involved in other parish affairs?

Yes. Even when board approval is not required under Article 8 (prior to Member consent), it may nonetheless be appropriate when the parish is considering other action with a significant business component (e.g., opening a child care center, initiating a capital campaign, developing a master plan for parish facilities, closing the parish school or ceasing to operate certain grade levels, etc.). [See *Guidelines for Board Action* in Best Practices manual.] **Note:** Other consultations/authorizations may be required, even when board action is not. E.g., closing a school would involve the Department of Catholic Schools.

Does the parish corporation need to have an annual meeting?

Nonprofit corporations are *not* legally required to hold an annual meeting of the board of directors. The only required meetings of a parish board of directors are those necessary for the board to approve the actions specified in the Articles and Bylaws of the corporation.

It is appropriate, however, for a parish board to meet annually or more frequently, as circumstances warrant, for purposes of parish business (e.g., to review the annual budget/financial situation; to consider other matters with a significant business impact on the parish; and/or to ratify actions that the board may have taken without previous meetings). [See *Guidelines for Board Action*, in Best Practices manual, 2-A.1.]

II. PARISH CORPORATE STRUCTURE

How is the parish structured under civil law?

The parish is incorporated as an Oregon nonprofit religious corporation. It is structured as a “member corporation” with a sole member and board of directors. [See chart of *Parish Member Corporation* in Best Practices manual.]

Who is the Member of the parish corporation?

The sole Member of the parish corporation is the Archbishop. Parishioners are members of the parish as a *canonical/ecclesial entity*. They are *not* “members” of the civil legal entity, the parish corporation. [Articles, 3]

Who is on the parish board of directors?

The parish board consists of three *ex-officio* directors: the Pastor, the Vicar General, and the chair of the parish Finance Council. [Bylaws, 3.2] The Pastor is President of the Corporation, the chair of the parish Finance Council is Secretary [Bylaws 6.1]

How does the corporate board relate to the day to day operations of the parish?

The parish corporate board is not involved in the routine management of the parish. That is the prerogative of the Pastor under Canon Law and has been delegated to the

Pastor under the parish civil corporation structure [Bylaws, 3.1(c). The corporate board should not be involved in, for example, hiring or firing parish personnel, authorizing budgeted expenditures, or operating established parish ministries.

Who needs to be involved in meetings of the parish board of directors?

All three directors must have notice of a meeting and a quorum (majority) of the three directors must be present for the board to take any action binding on the corporation. [Bylaws, Section 4]

Who needs to be notified of a meeting?

All three directors must be notified of a formal board meeting and a quorum present for corporate action to be valid. With a board consisting of only three members and the availability of conference calling, it should be only in extraordinary circumstances that all three board members are not in attendance at a meeting.

If all three directors are in favor of a proposed board action, does the board need to have a formal meeting?

No. When everyone on the board of directors is in agreement with the action to be taken, the board may take action by written consent. A sample form for *Consent to Corporate Action Without a Meeting* is included in the Best Practices manual, 2-D.1

What if the parish wants to purchase or sell real property, needs to take immediate action and there is no time to convene the board of directors?

If immediate action is needed, the transaction should be made “subject to corporate approval” (*not* “subject to approval of *the Archdiocese*”). This will allow time for the pastor/parish to fully inform each board member about the transaction, obtain board approval and Member consent for the action. Contingencies in real property sales and purchases are common, including contingencies related to the approval of a corporate board.

Is a specific format required for resolutions of the board of directors?

No. Oregon law does not specify a format for corporate resolutions. However, to assist parishes, templates for resolutions are included in the Best Practices manual for board actions typically taken by parishes (purchase of real property, sale of real property, granting an easement, borrowing money, etc.). [See *Corporate Resolutions*, Best Practices manual, 3-B.1 to 3-B.8.]

Now that the parish has a corporate board of directors, where do the parish Finance and Pastoral Councils fit in?

Under Canon Law, the parish Finance and Pastoral Councils are advisory to the Pastor. Under the parish corporate structure, the parish Finance and Pastoral Councils are permanent standing committees advisory to the President/Pastor. The civil corporate structure is intended to mirror the canonical advisory structure.

III. CORPORATE NAME/ASSUMED BUSINESS NAME

When must the parish use its proper corporate name?

The parish should use the proper legal name of the parish corporation (e.g., "St. Lucy Catholic Church, Portland, Oregon") on all formal legal documents related to the parish. This includes documents related to property purchases and sales, leases, contracts, bank accounts and the like. To the extent feasible, check stock, receipts for charitable contributions and tax related forms should also use the proper legal name of the parish corporation. If the parish has registered an assumed business name, the assumed business name may be used in place of the proper corporate name.

When should a parish consider registering an assumed business name?

The main purpose of an assumed business name is to tell the public who is doing business under that name, i.e., to avoid confusion in the mind of the public. Registering an assumed business name may also protect the holder of the name from having another business operate under the same name.

If a parish's proper corporate name is quite different from the name under which it is commonly known, an assumed business name is appropriate. E.g., if *Our Lady of the Assumption Catholic Church, Portland, Oregon* is commonly known as, and labels its letterhead, parish bulletin, website, etc. "St. Mary's Parish," the latter name would appropriately be registered as an assumed business name.

If the parish operates under a name that is virtually the same as its proper corporate name (as do most parishes), it probably does not need an assumed business name. E.g., if the proper corporate name is *St. Lucy Catholic Church, Portland, Oregon*, and the parish operates under the name *St. Lucy Church*, an assumed business name may not be needed.

Circumstances may help determine whether an assumed business name is appropriate. Regardless of whether a parish registers an assumed business name, it should refer to itself consistently by either its proper corporate name or its assumed business name. *Our Lady of the Assumption Catholic Church, Portland, Oregon d/b/a St. Mary's Parish* should not take title to real property under the name "St. Mary's Catholic Church."

Is an assumed business name appropriate for any parish activities?

Yes. It may be advisable for the parish to register an assumed business name for certain ongoing activities with a substantial business component. The following activities are examples:

1. **A parish school**, especially when the name of the school is not that of the parish. E.g., St. Rose of Lima Catholic Church, Portland Oregon/Archbishop Howard School.
2. **A parish cemetery**, especially when the cemetery is distant from the parish or does not share the parish name. E.g., Our Lady of the Lake Catholic Church, Lake Oswego, Oregon/Sacred Heart Cemetery.
3. **A mission of the parish**, especially if the mission conducts business as if it is quasi-independent of the parish.

4. A business endeavor that does not carry the name of the parish. E.g., “Thrifty Cottage”, as a ministry of St. Agatha Catholic Church, Portland, Oregon.

Note: Parish ministries and activities typically should operate in the name of the parish. Applications for liquor licenses, gaming licenses, etc. should be in the name of the parish rather than a particular parish group or event.

Again, circumstances may help determine whether an assumed business name is appropriate.

How does a parish register an assumed business name?

The process is simple. Forms may be obtained online from the Oregon Secretary of State Corporations division at: <http://sos.oregon.gov/business>. Choose “Forms,” “Business Registration Forms,” then “Assumed Business Name,” locate the needed form (e.g., *New Registration*), click on “Print Form” and the fillable form will open in Adobe. Once the form is completed and signed, mail the form and a check in the amount of \$50.00 to the State of Oregon, Secretary of State.

Does the parish corporation need to register with the Oregon Department of Justice or other state agency?

Every parish corporation is already “registered” with the Oregon Secretary of State. When other state agencies require a parish entity to “register,” it is typically because documents submitted do not use the proper legal name of the corporation or an assumed business name on file with the Secretary of State. For example, an application filed in the name of “St. Lucy’s Auction Committee” or “Blessed Sacrament Altar Society” may trigger concern that the applicant is an unregistered entity.

IV. THE PARISH AND THE PASTORAL CENTER

Does the Archdiocese’s Chief Financial Officer need to be an authorized signatory on parish bank accounts?

No. The parish is not required to have the Archdiocese’s CFO as an authorized signer on parish bank accounts. However, the CFO is willing to provide this service upon a parish’s request. Some parishes appreciate having the CFO as a signatory, in the event of an emergency or unforeseen circumstances.

If a parish wishes to sell stock it has received as a donation, must it do so through the Archdiocese’s Department of Financial Services?

No. The parish is not required to do so. However, parishes typically achieve significant cost-savings and avoid the hassle by selling stock through the Archdiocese. The Department of Financial Services is willing to provide this service for parishes.

Do contracts still require review and approval by the Archdiocese?

Yes. A parish corporation may enter into contracts without the signature of the Archdiocese *as a party to the contract*. However, construction or building maintenance contracts for an amount over \$10,000 must still be approved by the Risk Management Office for insurance purposes before the contractor may commence work on the project.

Do leases still require review and approval by the Archdiocese?

Yes. A parish corporation may enter into leases without the signature of the Archdiocese *as a party to the lease*, since the Archdiocese no longer has title to the real property under lease. However, leases must still be approved by the Risk Management Office for insurance purposes before the lessee occupies the premises.

Must parishes continue to submit any document with an indemnification provision to the Risk Management Office?

Yes. An indemnification provision is one whereby the parish/school agrees to pay the damages and expenses of another person or entity in the event of personal injury or other loss. An indemnification provision may put a parish at undue risk. Because insurance is typically involved, an indemnification provision may adversely affect other parishes and the Archdiocese as well.

A parish anticipating signing any contract or other agreement that includes an indemnification provision must first refer the contract or other agreement to the Risk Management Office for review of the indemnification provision. The Risk Manager may be able to assist the parish in having the indemnification removed, or at least reworded to allocate liability for loss more equitably between the parties.

How does the parish's board of directors interact with the Parish Funds Trust?

If a parish requests a loan from the Parish Funds Trust (f/k/a the Archdiocesan Loan and Investment Fund), approval of the parish's board of directors (and Member consent) is required before the parish commits to the loan, or any parish collateral is offered to support the loan. The *Parish Funds Trust: Guide for Participants* provides information for parishes on policies and procedures related to the Parish Funds Trust.

V. MISCELLANEOUS

Does the parish corporation need to have a corporate seal?

No. The corporation may, but is not required to, have its own seal. Use of the corporate seal will rarely, if ever be required.

5. Other Corporate Information & Guidelines

- **Parish Services Agreement & School Addendum
(Sample)**
- **Contact List for Parish Corporations**
- **Corporate Minute Books Checklist**

**PARISH SERVICES AGREEMENT
[Parish Corporation]**

THIS PARISH SERVICES AGREEMENT (“Agreement”) is made and entered into as of April 30, 2008, by and between ROMAN CATHOLIC ARCHBISHOP OF PORTLAND IN OREGON, and successors, a corporation sole (“Archdiocese”), and [Parish Corporation], an Oregon religious non-profit corporation (“Parish”).

RECITALS

- A. Throughout their history, the Archdiocese and the Parish each have operated as separate entities and functioned with each other pursuant to Canon Law and the doctrines, teachings, traditions and polity of the Roman Catholic Church.
- B. To ensure that the separate juridic persons of the Archdiocese and the Parish under Canon Law were more clearly reflected in their civil law organizational structures, the Parish was incorporated under civil law as an Oregon religious nonprofit corporation. Certain real property assets to which the Archdiocese had legal, but not equitable, title were transferred to the Parish by the Archdiocese.
- C. The Parish will continue to operate as a separate juridic person in accordance with Canon Law under its civil law corporate structure.
- D. The Parish requires assistance with respect to various personnel, real property, financial, management and other services necessary to the successful and businesslike operation of a Parish.
- E. For many years, in accordance with Canon Law, the Archbishop of Portland in Oregon (“Archbishop”) has assessed taxes on the Parish for the needs of the local church. These taxes have enabled the Archdiocese, among other things, to provide certain services to the Parish.
- F. The Archdiocese has agreed to continue to provide such services to the Parish under its civil law corporate structure and the Parish desires to engage the Archdiocese to provide such services, for the term and on the conditions set forth below.
- G. Nothing in this Agreement is intended to alter, modify or vacate the Archdiocese’s or the Parish’s continuing rights and obligations under Canon Law and the doctrines, teachings, traditions and polity of the Roman Catholic Church.
- H. The Parish expressly acknowledges that it is subject to the ecclesiastical jurisdiction of the Archbishop, Canon Law and the doctrines, teachings, traditions, and polity of the Roman Catholic Church, as interpreted by the Archbishop in his sole discretion.

**ARTICLE I
PROVISION OF SERVICES**

- 1.1 Human Resources Services.** The Archdiocese shall provide the following human resources services to the Parish from time to time:

- (a) Serve as a consultative resource on human resource issues of the Parish. This may include consultations regarding parish staffing, personnel recruitment and hiring, employee screening, interviewing, performance management and employee development and training.
- (b) Maintain and update annually a compensation program for Parish employee positions. The program may include a Parish salary system (including job descriptions, job qualifications and salary ranges). The Archdiocese may also assist the Parish in the establishment of policies for yearly salary increments and additional financial remuneration for years of employee experience, educational preparation and, if applicable, professional certification.
- (c) Procure and maintain for the Parish a program of health insurance and other employee benefits (such as life and disability insurance) for eligible Parish employees. The Archdiocese may assist the Parish in communicating with Parish employees about the program, coordinating enrollment for and otherwise assisting the Parish in administration of such employee health and other benefits.
- (d) Provide conflict resolution consultation and assistance to the Parish, including organizational reviews and advice to the Parish regarding staffing, personnel and other employment issues. With regard to all legal matters, the Archdiocese may obtain and retain outside counsel to assist the Parish, as needed. The attorney for the Archdiocese may also act as counsel to the Parish in appropriate circumstances.
- (e) Assist the Parish in developing, promulgating and revising an employee handbook, which incorporates the Archdiocese's core beliefs, mission, and employment practices and the Parish's human resource policies, regulations and procedures.
- (f) Manage and administer designated clergy benefit programs. This may include clergy health, disability, medical supplement and long term care coverages.
- (g) Provide ongoing training to Parish staff on Human Resource issues.

1.2 Child Protection Services. The Archdiocese shall provide the following child protection services to the Parish from time to time:

- (a) Serve as the primary consultative resource for the Parish in matters relating to maintaining a safe environment for children, child abuse reporting and other issues related to child protection.
- (b) Develop, implement and assist the Parish in administering a safe environment program in compliance with the *Bishops' Charter for the Protection of Children and Young People (2002)*, as it may be modified from time to time. This may include assisting the parish in: conducting criminal history background checks on designated clergy, lay employees and volunteers; providing a program and training parish personnel in matters related to maintaining a safe environment for minors; preparing for Parish audits by the United States Conference of Catholic Bishops to determine compliance with the Bishops' Charter; and otherwise assisting the Parish in complying with the Bishops' Charter and Oregon law

- concerning the protection of minors.
- (c) Provide ongoing training to Parish staff related to child protection.

1.3 Financial Services. The Archdiocese shall provide the following financial services to the Parish from time to time:

- (a) Act as the primary consultative resource for all accounting and financial issues.
- (b) Assist or advise the parish in various tax matters. These may include payroll taxes, unrelated business income tax, unemployment and other taxes.
- (c) Train Parish personnel on policies and procedures relating to budgeting, bookkeeping, payroll, internal reviews, the parish pooled savings and investment programs, investment policies, accounting and internal controls.
- (d) Arrange for the investment and management of Parish funds.
- (e) Act as clearing agent for various special collections.
- (f) Conduct periodic reviews of parish financial affairs. The Parish shall make available to the Archdiocese all information and assistance that the Archdiocese may reasonably request with respect to any financial review or investigation of financial irregularities.
- (g) Advise the Parish, as necessary, concerning reporting financial information to the Archdiocese. Such information shall be submitted annually in the form specified by the Archdiocese.
- (h) Invest and manage the priest retirement plans, including but not limited to, the submission of invoices to and the collection of payments from the Parish for support of these plans. Such payments shall be in addition to the fees described in Section 3.1.
- (i) Provide ongoing training for Parish personnel on financial matters.

1.4 Insurance and Risk Management Services. The Archdiocese shall provide the following insurance and risk management services to the Parish from time to time:

- (a) Act as the primary consultative resource for all insurance and risk management issues.
- (b) Arrange for the procurement of insurance for the Parish, which shall include: property, liability (including automobile, directors and officers, and other special liability coverages) and workers compensation. The scope, limits of and exclusions from such coverages will vary from time to time depending on prevailing market conditions and what is commercially available at reasonable costs. The insurance coverage obtained, however, will be substantially similar to what has historically been provided for parishes under the Archdiocesan Insurance Program. By way of example, the coverage provided to a Parish for the 2007 -2008 policy year is as set forth on Exhibit A attached hereto.

- (c) Facilitate the filing of claim reports with the insurance carriers that provide coverage to the Parish.
- (d) Assist in managing insurance claims and in adjusting insurance coverages.
- (e) Provide consultation and assistance to the Parish on indemnification and insurance provisions in Parish contracts.
- (f) Provide for periodic appraisals of Parish real property for insurance purposes.
- (g) Provide assistance to the Parish on day to day risk management issues that arise in the operation of the Parish.
- (h) Provide ongoing training to Parish personnel on matters relating to insurance and risk management.

The cost of the services in this Section 1.4 will be separate and apart from the Services Fees set forth in Article III below and will be included in the insurance premium charged annually to the Parish on an individual exposure basis.

1.5 Real Property Services. The Archdiocese shall provide the following real property services to the Parish from time to time:

- (a) Serve as a consultative resource for Parishes on matters relating to Parish real property.
- (b) Assist the Parish in transactions related to real property, such as purchases and sales, leases and rentals, easements and the like. These services may include consultation on transactions, assistance with drafting, reviewing or recommending appropriate documents, collaborating with Parish personnel or other persons in processing the transaction.
- (c) Assist the Parish with the filing of the real property tax exemption applications.
- (d) Assist the Parish in dealing with governmental authorities on matters of property tax assessments, land use, zoning, historic landmark designation, eminent domain and other such matters.
- (e) Assist the Parish with building maintenance projects, new construction and major remodeling. This may include guiding the Parish in dealings with the Archdiocesan Building Commission; establishing and maintaining standards for quality construction; review by construction professionals and others of Parish master plans and construction documents; reviewing or recommending appropriate construction related contracts and the like.
- (f) Provide and/or assist the Parish in coordinating services related to asbestos and environmental matters. These may include state or federally mandated property inspections; consultation on or assistance in testing for environmental contaminants; identification and removal of asbestos, etc. The costs of such services needed by the Parish on an individual project basis and provided by third party contractors will be paid by the Parish, as required, in accordance with Section 3.2 below
- (g) Maintain real property inventory and archival files for Parish real properties.

- (h) Provide ongoing training for Parish personnel in matters relating to real property.

1.6 Development Services. The Archdiocese shall provide the following development services from time to time:

- (a) Serve as a consultative resource for parish fundraising efforts.
- (b) Train parish personnel in effective development methodologies.
- (c) Provide parish personnel with information for effectively promoting planned/deferred giving.
- (d) Assist the parish in understanding the process of and retaining competent development counsel for capital campaigns.
- (e) Provide ongoing training for parish personnel in matters of resource development.

1.7 Legal Matters. The Archdiocese shall provide the following services to the Parish from time to time:

- (a) Serve as the primary consultative resource on all legal matters, including insurance claims or potential claims. The Pastor of the Parish or his designated representative shall contact the Pastoral Center whenever attorney services are needed.
- (b) Designate legal counsel to represent the Parish in legal matters that are potential or actual insurance claims.
- (c) Recommend, obtain or approve legal counsel to represent the Parish, as needed or requested, on other legal matters.
- (d) Assist with the administration and/or litigation of legal claims involving the Parish.
- (e) Provide certain legal administrative coverage for maintenance of corporate records. This may include submitting required corporate filings to the Secretary of State and other governmental offices. The cost of fees for such filings will be in addition to the fees set forth in Article III below and charged to the parish on a cost reimbursement basis.
- (f) Assist the Parish with negotiations for the settlement, compromise or satisfaction of any claim asserted by or against the Parish. The Parish shall not settle compromise or satisfy any claim without the Archdiocese's consent.

The Parish acknowledges and agrees that the Archdiocese's performance under this Agreement with respect to insurance claims assumes the Archdiocese's receipt of timely notice from the Parish of the assertion of any claim against the Parish or knowledge of facts that the Parish reasonably believes may lead to the filing of a claim against the Parish. Accordingly, the Parish shall promptly notify the Archdiocese of the existence of any and all claims, demands, crimes, or the presence of facts which the Parish reasonably believes may lead to a claim, charge or demand against the Parish.

The Parish shall make available to the Archdiocese all information and assistance that the Archdiocese may reasonably request with respect to any claim or potential claim against the Parish.

The Archdiocese may obtain and retain on behalf of the Parish, outside counsel to assist the Parish, as deemed necessary, and shall serve as the Parish's agent to resolve all issues regarding liability insurance, including the defense of any litigation provided by liability insurers and in that regard the Parish shall not retain counsel without consent of the Archdiocese. The Archdiocese's attorney may also act as counsel to the Parish.

- 1.8 Miscellaneous Business Services.** In addition to the above noted services, the Archdiocese shall provide and maintain a computer network enabling communications between and among the Parish, the Archdiocese and other parishes.
- 1.9 Pastoral Services.** In addition to the above business services, the Archdiocese shall provide various pastoral and religious services to the Parish through offices operated by the Archdiocese. Such offices and services may vary from time to time and may include, for example, faith formation, liturgy, education, communications, archives, cemeteries, clergy personnel, youth ministry, vocations, ethnic ministries, tribunal and the like. All pastoral and religious services shall be provided in the sole and absolute discretion of the Archbishop.
- 1.10 Additional Services.** From time to time the Parish may request the Archdiocese to provide additional services not delineated in this Parish Services Agreement (such as, by way of example only, special employee training services). The Archdiocese will consider in good faith such requests. If the Archdiocese agrees to provide the services, additional payment for the services may be requested of the Parish on a cost-reimbursement basis, or with an additional service fee as determined by the Archdiocese and agreed upon in advance by the Parish.

ARTICLE II TERM AND TERMINATION

- 2.1 Term.** The term of this Agreement shall be for a period of two years commencing on April 30, 2008, and ending on April 30, 2010, subject to all the other provisions of this Agreement.
- 2.3 Automatic Renewal of Term.** The term of this Agreement shall be deemed to be renewed automatically for additional two (2) year terms, subject to all the other provisions of this Agreement. Within ninety (90) days of the end of any term, the Archdiocese shall determine if there shall be any adjustment to the compensation to be paid to the Archdiocese by the Parish during any extension of the term of this Agreement. Any adjustments in the compensation to be paid to the Archdiocese by the Parish shall be based on a revised good faith estimate of the costs to be incurred by the Archdiocese in providing services hereunder. **Termination.**
- (a) Notwithstanding any other provision in this Agreement, this Agreement may be terminated automatically by the Archdiocese upon the happening of the following:

- (1) An appointment of a receiver or trustee to manage the assets of the Parish;
 - (2) Assignment for the benefit of creditors of the assets of the Parish.
 - (3) Any act of bankruptcy by the Parish.
- (b) If any legislation, regulation, rule or court decision has a material adverse effect on the operation of this Parish Services Agreement or jeopardizes the independent status of either of the parties or denies expected compensation because of any of the provision of this Agreement, then the parties shall attempt to amend this Agreement so as to avoid any adverse consequences. If the parties, acting in good faith, are unable to make required amendments, this Agreement shall be terminated.
- (c) **Archdiocese's Power to Terminate.** Notwithstanding any other provision contained in this Agreement, the Archdiocese may terminate this Agreement in whole, or with respect to one or more complete or partial block(s) of services, at any time by giving written notice of termination (specifying the service or services being terminated) to the Parish at least ninety (90) days in advance of the effective date of the termination.

2.4 Effect of Termination. Upon termination of this Agreement, for whatever reason, or its expiration, the Archdiocese shall be entitled to all Service Fees accrued and unpaid up to the time of termination or expiration.

ARTICLE III SERVICE FEES

3.1 Service Fees. As compensation for the services provided to the Parish by the Archdiocese during the term of this Agreement, the Parish shall pay a service fee to the Archdiocese. The service fee shall be the Chancery tax assessed by the Archbishop on the Parish. Currently that amount is 8%. The service fees shall be due and payable to the Archdiocese in monthly installments upon assessment by the Archbishop.

3.2 Additional Costs. In addition to the compensation set forth in Section 3.1. above, as to any and all services subcontracted by the Archdiocese to third parties (e.g. legal and other professional services, bank investment services, employee benefits, insurance, retirement plans), or for any other extraordinary out of pocket expenses incurred in the provision of services for the Parish under this Agreement, the Parish shall reimburse the Archdiocese at cost; provided that the Archdiocese may request that the third parties bill the Parish directly. The Archdiocese shall also be entitled, in its sole discretion, to impose a surcharge on the Parish, for the direct subcontracting of the services the amount of which shall be determined by the Archdiocese, in its sole discretion, giving consideration to the time and expense incurred by the Archdiocese in contracting with the subcontractors.

3.3 Adjustment of Fees. It is the intention of the parties that compensation for services rendered by the Archdiocese under this Agreement shall be based on the reasonable cost to the Archdiocese of providing these services. The Parish shall receive at least ninety (90) days notice of any adjustment in service fees.

ARTICLE IV

- 4.1 Limitation on Liability.** The Archdiocese and the Parish, and their respective agents, designees and employees, and the successors and assigns of any of them, shall not be liable for any loss incurred by either of them 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 either the Archdiocese or the Parish, or their subcontractors, be held liable for any consequential damages or for any loss of profits suffered by either of them or by any third party in any manner arising out of this performance of any actions under this Agreement.
- 4.2 Indemnification.** Each party hereto agrees to indemnify and hold the other harmless (including their respective agents, successors and assigns) from and against all costs, damages, judgments, attorneys' 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 respective 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 of the indemnitee). This Article IV shall survive the termination of this Agreement.

ARTICLE V MISCELLANEOUS

- 5.1 Terminology.** As used in this Agreement:
- (a) The term "Pastor" may refer also to the designated Administrator or Pastoral Administrator of a Parish.
 - (b) If the Parish has a school, the term "Parish" includes the school, and this Agreement will be accompanied by an Addendum for parishes with schools.
- 5.2 Assignment.** The parties hereby agree that this Agreement shall not be assigned or transferred by the Parish without the prior written consent of the Archdiocese. This Agreement may be assigned, in whole or in part, by the Archdiocese in its sole discretion. For example, the Archdiocese may assign certain of its obligations under this Agreement to separate legal entities established to provide risk management, financial, property related or other services to the Parishes.
- 5.3 Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Oregon. The invalidity and unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. The parties expressly acknowledge that they are subject to the ecclesiastical jurisdiction of the Archbishop, Canon Law and the doctrines, teachings, traditions and polity of the Roman Catholic Church, as interpreted by the Archbishop in his sole discretion.
- 5.4 Modification.** This Agreement shall not be modified or amended except by a written document executed by both parties of this Agreement, and such written

modifications(s) shall be attached hereto.

5.5 Interpretation. Nothing herein contained shall be interpreted to expand the responsibility of the Archdiocese to provide services to the Parish unless expressly or explicitly provided for herein.

5.6 Restriction on Use. The parties intend that this Agreement will be used solely by and in connection with the Parish and the Archdiocese with respect to the subject matter hereof. Any reproduction or dissemination of this Agreement or any disclosure of any of its contents, in whole or in part, shall be restricted accordingly and strictly on a "need to know" basis.

5.7 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 the 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 Archdiocese shall be sent to (i) Archdiocese of Portland, Attn: Vicar General, 2838 E. Burnside Street, Portland, Oregon, 97214-1895, and (ii) to such other Person of Place as the Archdiocese may from time to time direct by Notice.
- (d) All notices to Parish shall be delivered or mailed to (i) the Pastor of the Parish at the address on record in the office of the Chancellor of the Archdiocese or (ii) to such other address as the Parish shall designate to the Archdiocese by notice given in accordance with section 5.5 (b) above.

5.8 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.

5.9 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.

- 5.10 Non-Exclusive Relationship.** The Archdiocese may represent, perform services for, become employed by, and contract with as many additional Parishes, persons, or companies as the Archdiocese, in its sole discretion, deems fit.
- 5.11 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 by the courts or in conflict with any law of the state where made, 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.
- 5.12 Paragraph Headings.** The paragraph headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they pertain.
- 5.13 Binding Effects.** Provisions of this Agreement shall bind the parties mutually and their respective successors and assigns.
- 5.14 Mutual Cooperation.** The parties acknowledge that a high degree of communication and cooperation is entailed in fostering a good working relationship between the Archdiocese and Parish. Both parties agree to use all reasonable efforts to cooperate with each other and keep each other informed as to information necessary for successful assistance with the management of the Parish.
- 5.15 Counterparts.** This Agreement may be executed in one or more counterparts.
- 5.16 Relationship between Parties.** The Archdiocese and the Parish are independent parties under both civil law and Canon Law and intend to preserve and protect that independence. 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 shall 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 Archdiocese for its costs). From time to time, in connection with the services referred to in this Agreement, the Archdiocese may act as the Parish's agent if the Parish requests the Archdiocese to do so and the Archdiocese, in its sole discretion, agrees.
- 5.17 No Third Party Beneficiaries.** This Agreement is not intended to create any rights in any person or entity who is not a party to this agreement, and no such rights are created hereunder.

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

ARCHDIOCESE

PARISH

ROMAN CATHOLIC ARCHBISHOP
OF PORTLAND IN OREGON, and
successors, a corporation sole

[Parish Corporation]

By: _____
Most Rev. John G. Vlazny

By: _____
Pastor

**ADDENDUM TO PARISH SERVICES AGREEMENT
FOR
SCHOOL SERVICES**

In the past, and in accordance with Canon Law, special services historically have been provided by the Archbishop of Portland in Oregon (“Archbishop”) to parishes with schools. Such services have been provided to ensure appropriate ecclesiastical oversight of the religious mission of the schools and to assist the Parish in operating its school in a businesslike way, consistent with policies and guidelines of the Archbishop for parish schools in the Archdiocese of Portland.

This Addendum sets forth the manner in which the Archdiocese will continue to provide those services.

- 1.1 General Applicability of Parish Services Agreement.** The school is a special educational ministry of the Parish. Accordingly, the terms and conditions of the Parish Services Agreement (“Agreement”) shall apply to the school, as part of the Parish, to the extent they have customarily been applicable.
- 1.2 Special School Related Services.** The Archdiocese shall provide the following school related services to the Parish from time to time:

General Services

- (a) Act as the primary consultative resource for Parish school matters.
- (b) Provide leadership and direction in the formulation of policies and guidelines appropriate for Catholic schools. This may include: maintaining a manual of policies and guidelines to be followed in the school; coordinating meetings and other activities for and among principals of parish schools; and otherwise ensuring consistency in Catholic identity among parish schools in the Archdiocese of Portland in Oregon.
- (c) Consult with the Parish pastor and the principal of the school in the strategic planning process.
- (d) Act as liaison with governmental agencies related to education (including but not limited to the Oregon Department of Education, the Teacher Standards and Practices Commission, and the local school district in which the school is situated)
- (e) Act as liaison with and follow guidance from Catholic educational agencies (including but not limited to the National Catholic Educational Association (NCEA), the United States Conference of Bishops (USCCB) and the WCEA) to assist with the development and promulgation of the religious goals and policies of the school.
- (f) Assist the school by providing policies/templates for school handbooks.
- (g) Facilitate dispute resolution in parent-school and other school related matters, as appropriate.
- (h) Provide consultation and assistance to the School on the development

and training of school and parent councils.

- (i) Assist the School in timely filing IRS Form 5578, or such other forms as may be required by the Internal Revenue Service to certify that the School does not engage in unlawful discrimination.

Personnel Services

- (a) The Archdiocese will assist the School in identifying potential Catholic administrators to be hired by the Parish school. The Archdiocese shall also facilitate the principal search process and provide a representative to serve on the Parish search committee for a new principal. The Parish shall follow the requirements of the Archbishop concerning hiring of the principal of the Parish school. █
- (b) Guide the recruitment, screening and training of new teachers.
- (c) Provide employment contracts to the school for the employment of teachers and school administrators.
- (d) Communicate with school administrators/teachers concerning state and/or other certification requirements and assist certified school personnel in matters relating to certification.
- (e) Assist in developing and facilitate the process of the evaluation/assessment of the school principal.
- (f) Coordinate professional and religious development workshops for the school personnel.
- (g) Assist the school in complying with Oregon Department of Education and other governmental requirements for screening of school personnel, including but not limited to conducting criminal history background checks which may require fingerprinting.

Curriculum, Instruction and Assessment

- (a) Recommend the course of study for all curriculum areas and the development of curriculum standards (guidelines and policies) consistent with Roman Catholic teachings, guidelines of the Department of Catholic Schools of the Archdiocese of Portland in Oregon, and the Oregon State Board of Education.
- (b) Maintain contact with the school's principal to facilitate accountability on the formulation of policies to satisfy the guidelines and requirements for accreditation by Catholic regional and other accrediting entities (e.g., the Western Catholic Educational Association (WCEA) and the Northwest Association of Accredited Schools (NAAS)).
- (c) Assist in the process of accreditation of the school, where appropriate, in accordance with the guidelines of the Western Catholic Educational Association and/or other accrediting agency.
- (c) Coordinate standardized testing programs and analyze resulting data to determine curricular needs, staff development, textbook adoption or other appropriate action.

(d) Assist the school to participate in federal programs, where appropriate.

CONTACT LIST FOR PARISH CORPORATE MATTERS

Subject	Contact	Phone	Fax	Email
Director of Property & Risk Management	Delia Wilson	(503) 233-8352	(503) 234-2903	dwilson@archdpx.org
Loans/borrowing (Parish Funds Trust)	Michelle Braulick	(503) 233-8311	(503) 232-2123	mbraulick@archdpx.org
Vicar General, as corporate director	Most Rev. Peter Smith	(503) 233-8321	(503) 234-2545	
General Counsel	Elise Ferguson/ G. Kevin Kiely	(503) 233-8356	(503) 234-2903	eferguson@archdpx.org gkkiely@archdpx.org

CORPORATE MINUTE BOOKS: A Checklist for Parishes

An up-to-date parish Corporate Minute Book will contain the following documents, as applicable.

√	Item
	Organizational documents (included in Corporate Minute Book given to parish)
	Meetings – Board of Directors
	Minutes of all official board meetings (with relevant attachments)
	Consent of Directors for board action taken without a meeting (with referenced attachments)
	Member consents (if a board action required Member consent)
	Annual Member Meeting
	Annual Member Meeting/consents (2009, 2010, 2011)
	Annual Report
	Annual Report submitted to Oregon Secretary of State, Corporations Division
	Amendments to Annual Report (if any)
	Directors: Documents of Appointment and Resignation
	Director’s notice of resignation (to pastor/president and Member)
	Other
	Communications from Archdiocesan offices concerning parish corporations
	Assumed Business Name filings (with Oregon Secretary of State, Corporations Division)
	Any other documents related to the parish corporation and/or corporate action