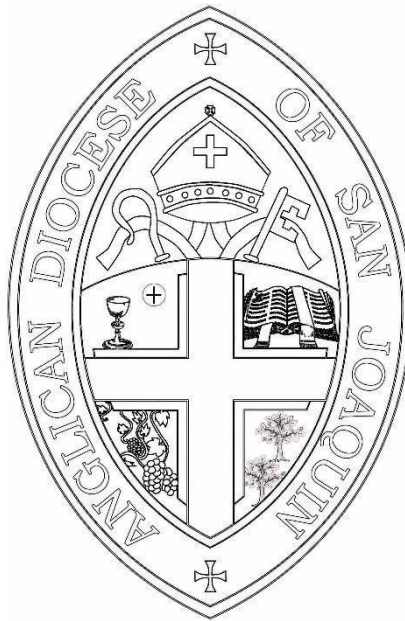


The Anglican Diocese of San Joaquin

**“To Be an Apostolic Community, Under Authority, That Brings People
to Jesus Christ.”**



Rectors' and Wardens' Manual

Version November 2022

Table of Contents

SECTION A: ADMITTING NEW CONGREGATIONS TO THE DIOCESE	1
SECTION B: ALCOHOL	1
SECTION C: ANNUAL AUDITS	1
SECTION D: BAPTISMS	1
<i>Adult Baptism</i>	<i>2</i>
Instruction in the Faith	2
Sponsors	2
Place	2
Timing	2
Manner	2
Validity	2
Unusual Circumstances	3
Conditional Baptism	3
<i>Infant and Child Baptism</i>	<i>3</i>
Instruction	3
Godparents	3
SECTION E: BISHOP’S VISITATION	1
SECTION F: BOOK of COMMON PRAYER and AUTHORIZED EDITIONS OF HOLY SCRIPTURE	1
SECTION G: CHURCH REGISTRY	1
SECTION H: CLERGY DISCRETIONARY FUNDS	1
<i>Pastoral Care Fund as Budget Line Item – Preferred Procedure</i>	<i>1</i>
<i>Discretionary Fund as a Separate Account</i>	<i>2</i>
SECTION I: CLERGY MEETINGS	1
SECTION J: COMPENSATION NORMS	1
<i>Suggested Minimum Clergy Compensation Overview</i>	<i>1</i>
<i>Additional Notes:</i>	<i>1</i>
<i>Compensation for Supply Clergy</i>	<i>1</i>
<i>Compensation for Interim Ministry</i>	<i>2</i>

SECTION K: CONFIRMATION	1
<i>The Nature of Confirmation</i>	<i>1</i>
<i>Instruction of Candidates</i>	<i>2</i>
<i>The Benefits of Confirmation</i>	<i>2</i>
Confession	2
Accountability	2
An Offering to God	3
Commissioning and Empowerment	3
<i>Who should be Confirmed?</i>	<i>3</i>
<i>Guidelines for Writing a Spiritual Autobiography for Confirmands, Receptions, and Reaffirmations in the Diocese of San Joaquin</i>	<i>3</i>
SECTION L: CONTINUING EDUCATION OF THE CLERGY	1
SECTION M: CONTINUING EDUCATION OF THE LAITY	1
SECTION N: DIOCESAN ORGANIZATION	1
<i>The Bishop</i>	<i>1</i>
<i>The Convention and Standing Committee</i>	<i>1</i>
<i>The Standing Committee</i>	<i>2</i>
SECTION O: EMPLOYMENT AGREEMENTS	1
SECTION P: FUNERALS AND MEMORIAL SERVICES	1
<i>Appropriate Venues</i>	<i>1</i>
<i>The Casket or Urn</i>	<i>1</i>
<i>Sermon</i>	<i>2</i>
<i>Remembrances</i>	<i>2</i>
<i>Donations</i>	<i>2</i>
<i>Music</i>	<i>2</i>
SECTION Q: HANDLING MONEY	1
SECTION R: MEMBERSHIP	1
SECTION S: CONGREGATIONS WITH NO RECTOR	1
SECTION T: CONGREGATIONAL REPORTS	1
SECTION U: PASTORAL CARE OF THE CLERGY	1
<i>Intervention:</i>	<i>3</i>
<i>Intercessors:</i>	<i>3</i>

SECTION V: SEXUAL MISCONDUCT PREVENTION	1
<i>Adults</i>	<i>1</i>
<i>Children</i>	<i>1</i>
SECTION W: THE SOLEMNIZATION OF MATRIMONY	1
<i>Pre-nuptial Investigation</i>	<i>2</i>
<i>Previous Marriage according to ADSJ</i>	<i>4</i>
Timing:	<i>4</i>
One Divorce:	<i>4</i>
Multiple Divorces:	<i>4</i>
<i>Premarital Counseling</i>	<i>5</i>
<i>Appropriate Venues for Weddings</i>	<i>6</i>
<i>Times When Weddings Should Not Be Solemnized</i>	<i>6</i>
<i>Cohabitation</i>	<i>6</i>
SECTION X: THE WARDENS	1
<i>The Senior Warden</i>	<i>2</i>
The Rector's Wingman:	<i>2</i>
Wise Counselor:	<i>2</i>
Prayer Partner:	<i>3</i>
First Vice President of the Corporation:	<i>3</i>
<i>The Junior Warden or People's Warden</i>	<i>3</i>
Ombudsman:	<i>4</i>
1) 3	
Second Vice President of the Corporation:	<i>5</i>
SECTION Y: GUIDELINES FOR THE USE OF SOCIAL MEDIA	1
<i>1. Is it the truth?</i>	<i>1</i>
<i>2. Have I talked to the person before I talked about the person?</i>	<i>1</i>
<i>3. Will it benefit all concerned?</i>	<i>2</i>
<i>4. Do my words and the spirit in which I am speaking reflect Jesus Christ?</i>	<i>2</i>
<i>5. Will I have to confess what I have written as sin?</i>	<i>2</i>

SECTION Z: DIOCESAN TAVEL AND EXPENSE REIMBURSEMENT	
GUIDELINES	1
<i>Purpose</i>	<i>1</i>
<i>Overview</i>	<i>1</i>
<i>General Travel Guidelines</i>	<i>2</i>
<i>Procedures</i>	<i>2</i>
<i>Clergy and Lay Responsibilities</i>	<i>5</i>
<i>Diocesan Office Responsibilities</i>	<i>7</i>
ACKNOWLEDGEMENTS	1
CONTACT INFORMATION	1
APPENDICES	1

SECTION A: ADMITTING NEW CONGREGATIONS TO THE DIOCESE

Clergy and laity guiding a congregation toward membership in the Diocese should familiarize themselves with the Constitutions and Canons of the Diocese and the Constitution and Canons of the Anglican Church in North America (ACNA). The Diocesan Constitution and Canons All of those documents are available on the Diocesan website at www.dioceseofsanjoaquin.net/diocesan.html . Inquiries and questions may be directed to the Diocesan Office: (559) 244-4828, or administrator@dioceseofsanjoaquin.net.

Congregations may be admitted to the Diocese upon approval of the Bishop and Diocesan Convention. (See Title III, Canon 17, below.)

Canon XVII – New Congregations

- Sec. 17.01** New congregations may be formed only with the consent and under the direction of the Bishop of the Diocese. The Bishop shall have the right to form or welcome in a congregation at any place where there are a sufficient number of persons requiring the ministrations of the Church and willing to contribute to the maintenance thereof.
- Sec. 17.02** Until such time as a congregation formed under the direction of the Bishop can qualify to be admitted as a congregation in union with the Convention of the Diocese, it shall be conducted as an unorganized congregation and the Bishop may appoint such Ministers, Officers, and Committees as its affairs require.
- Sec. 17.03** Whenever the Bishop shall decide there is an opportunity and need for Church extension within the boundaries of an existing congregation, he may take such means as he deems proper to meet such need. Specifically, with the advice of the Standing Committee.
- Sec. 17.04** Established Congregations may apply to the Diocesan Convention of the Anglican Diocese of San Joaquin, with the permission of the Bishop, to be accepted as a congregation or mission in union with the Convention of this Diocese and the Bishop of San Joaquin.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

Canon XVIII – Congregations in Union with Convention

Sec. 18.01 A congregation may become in union with Convention through the following manner:

(a) Application shall be made to the Bishop of the Diocese in the following form:

“Right Reverend and Dear Sir: We the undersigned, residents of _____, County of _____, within the Anglican Diocese of San Joaquin, desiring to establish in our midst the regular and permanent Ministrations of the Church and to be numbered with those who share in the fellowship and work of the Convention of said Diocese, do respectfully petition to be received into your spiritual charge and direction to be organized as a congregation in union with the Convention of the Anglican Diocese of San Joaquin, under the name of _____.

“We do severally and collectively promise to provide for the maintenance of said congregation as the Bishop or other canonical authority shall from time to time require, and to work faithfully and harmoniously to promote its influence in our neighborhood.

“We do severally and collectively promise to work toward the establishment of an adequate compensation for the clergy.

“We promise conformity to the Doctrine, Discipline, and Worship of the Church and to the Constitution and Canons of the Convention of the Anglican Diocese of San Joaquin.”

To this petition shall be attached the signatures of 25 members of said congregation who are baptized and of canonical voting age.

(b) If the Bishop approves the establishment of a congregation as a congregation in union with the Convention, he shall give his consent thereto in writing.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

- (c) The application, together with a copy of the written consent of the Bishop to the organization of the congregation according to the Canons of this Diocese, a copy of the organizing documents and by-laws, a certification and list of all officers of the congregation, and a certificate from the Standing Committee recommending admission of the congregation into union with the Diocese, shall be submitted to the Convention to be accepted into union with Convention. Such documents shall be certified by the Senior Warden and Clerk. Admission into union with Convention is accomplished through a majority vote by orders of Convention.

For a further description of the organization and governance of congregations, please see the Diocesan Canons, Title III, Canons 19 – 21.

The Chancellor of the Diocese *may* be available to handle incorporations in California at a reduced hourly rate; however, incorporation in other states should be handled by local counsel. The Chancellor is also available to handle the 501(c)3 application at the same reduced rate for congregations in California and in other states. However, counsel incorporating in other states should be permitted to handle the 501(c)3 application if they prefer, in which case the Chancellor will consult with them on the application *gratis*. Please contact the diocesan office for the Chancellors' contact information.

The Treasurer of the Diocese and Diocesan Bookkeeper are available for consultation concerning the requirement of a congregation handling its own finances. Call the Diocesan Office to arrange a meeting, or send an email to finance@anglicandsj.org.

Please see the guidance for **HANDLING MONEY** further in this manual, concerning the requirements of this important area of responsibility.

The Diocese maintains relationships in the property, worker's compensation, and liability insurance industry; assuring us of quality coverage and the lowest available pricing. The diocesan office is available to give guidance concerning insurance matters: call (559) 244-4828 or email admin@anglicandsj.org.

SECTION B: ALCOHOL

Policy on Alcoholic Beverages on Property

No alcohol may be served during any function or reception in or on church property. This policy does not apply to the use of wine for sacramental purposes. (Revised April 2012 by Diocesan Council)

While recognizing that there are differing opinions regarding the propriety of allowing the use of alcohol at receptions and other functions at church, the diocesan policy is firmly against such use. The policy has been established for a variety of reasons, including:

1. It is likely that some of those attending an event at the church are either at risk for abusing alcohol, or are already experiencing dependency or abuse of alcohol. An alcohol-free environment at church allows such persons full participation without concerns regarding alcohol.
2. Some people abstain from the use of alcohol and wish to absent themselves from places where it is consumed. An alcohol-free environment at church allows such persons full participation without concerns regarding alcohol.
3. An alcohol-free environment at church provides a positive witness to children, youth and adults that alcohol is not a needed component of social events.
4. The use of alcohol at church adds to the potential of having persons act in a manner that is inconsistent with Christian behavior, either at the function or afterwards.
5. The use of alcohol at church may place the church in moral or legal jeopardy, or both, if someone is involved in an alcohol-related incident or accident, either at the church or after leaving the church.

The use of alcohol is governed by state laws, and serving alcohol at church functions may be illegal in certain circumstances. Note: The passages of Scripture from which the following verses are taken may provide some additional insight regarding the points listed above.

Romans 13:1 – “Let every person be subject to the governing authorities.”

Romans 14:21 – “It is good not to eat meat or drink wine or do anything that causes your brother to stumble.”

1 Corinthians 11:22 – “What! Do you not have houses to eat and drink in?”

SECTION C: ANNUAL AUDITS

Financial responsibility, transparency, and accountability are fundamental obligations of the Diocese, and these standards are binding on the Member Congregations to regulate their financial affairs as well. Our standards include the employment of professional help to develop, and to maintain, appropriate standards to insure regular, full, accurate and timely disclosure of a congregation's finances, including proper records keeping, accounting practices, audits, insurance coverage, and the bonding of financial officers and personnel.

An audit is required annually, and must be submitted to the Bishop's office before September 1st of the following year. (*See Title III, Canon 20.04 of our Diocesan Canons*) The Diocese has established a three year cycle of required audits. One year is a formal (full) audit of church financial practices with two years of informal audits done by either a partner church or by a local financial committee. The exception to this three year cycle occurs when a church is found to have a number of audit findings/recommendations; then formal audits may be required by either the Bishop or the Diocesan Treasurer until compliance is maintained. The Vestry, in communication with the congregation's treasurer, shall hire an auditor to review the financial affairs of the congregation annually and submit an annual written report to the Diocese.

The auditor's written report shall conform to the requirements and standards approved by Diocesan Standing Committee. If a Certified Public Accountant (CPA) is engaged to perform the audit, the auditor's written report (including financial statements) will conform to Generally Accepted Accounting Principles, and the audit will be conducted in accordance with Generally Accepted Auditing Standards. The purpose of the audit is to ensure that the congregation's financial affairs are in good order, and that all obligations concerning financial transparency and disclosure are being faithfully discharged. The audit should disclose if any conditions exist that might indicate that a congregation is in decline or financial difficulty. The Bishop, and Treasurer of the Diocese are responsible for reading the auditor's reports.

Formal follow-up responses are required by the September 1st deadline if audit recommendations or other exceptions are found. An annual report of audit findings and recommendations is made to the Diocesan Standing Committee.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

SECTION D: BAPTISMS

Baptism is the first of the two Great Sacraments of the Church. The other Great Sacrament is Holy Communion. They are outward and visible signs of an inward and spiritual grace given to us and ordained by Jesus Christ himself. The outward and visible sign of baptism is water, in which the person is baptized in the name of the Father, and of the Son, and of the Holy Spirit. The inward and spiritual grace in baptism is a death to sin and a new birth in righteousness.

There are other sacramental rites that have evolved in the Church under the guidance of the Holy Spirit. These include confirmation, ordination, holy matrimony, the reconciliation of a penitent, and unction.

It is significant that the Canons of the ACNA list among the duties and responsibilities of every lay person the duty to present their children, and those they have led to the Lord, for Baptism and Confirmation. Congregations should be reminded of this responsibility. Baptism should be followed up by appropriate instruction in the Faith and then Confirmation. Furthermore, the ACNA canons relate membership to baptism:

Membership in the Church requires that a person has received the Sacrament of Baptism with water in the Name of the Father, and of the Son, and of the Holy Spirit, and that such a person be accepted as a member of the Church by a congregation of this Church in compliance with the Constitution of the Church. Such a person is a baptized member of the Church. (ACNA Title I, Canon 10.3)

Having the forgoing in mind, and subject to the Book of Common Prayer, these are the guidelines concerning Baptisms in this Diocese:

Adult Baptism

Instruction in the Faith Adults and children having reached the age of reason must be appropriately catechized, including such content as found in the ACNA Catechism and Rite of Baptism. This catechesis would normally involve three or more sessions of instruction. It should be noted that the ACNA Catechism is robust enough that – unless an individual has made significant religious study previously – three sessions is not likely to be sufficient.

Sponsors There must be one or more sponsors. A sponsor must be a baptized, committed Christian. Though it is not necessary for a sponsor to be an Anglican, it is preferred.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

Place Baptism is a faith community event in which a new member is ushered into the Body of Christ; therefore Baptisms should normally take place in church during the main Sunday service due to the community's responsibility to uphold the candidate. On occasion, at the discretion of the priest, baptism may be performed elsewhere, as in a hospital or home for example.

Timing It is important that, if possible, the candidate have become ensconced in the Church community in order to properly grow and for the community to be able to rightly take its vows. Baptisms are especially appropriate at the Easter Vigil (or if no vigil is kept, then at the main Easter service), Pentecost, All Saint's Day, the Sunday after All Saint's Day, or on the first Sunday after Epiphany. Baptisms are traditionally reserved for these days or when the Bishop is present, if possible.

Manner Baptism by immersion is preferable and should be offered as an option whenever practicable. Baptism by immersion is not always possible in particular churches; therefore, in church, water should be *poured*, not sprinkled, three times, in the name of the Father, and of the Son, and of the Holy Spirit.

Validity Baptism is a *once only* sacrament. Persons who have been baptized in the name of the Father, and of the Son, and of the Holy Spirit, *must not be re-baptized*. In the case of adults who were baptized before the age of discretion, their instruction in the Faith for Confirmation, and their spiritual preparation for Confirmation, offers the opportunity of their realizing and appropriating to themselves the fullness of Baptism.

Unusual Circumstances In case of extreme emergency baptism may be privately administered; and the person, if surviving, should thereafter be brought to church for a celebratory baptism service modified as provided in an approved BCP. In case of imminent death, if a member of the clergy cannot be present, then any baptized person may administer the sacrament using the words, "I baptize you in the name of the Father, and of the Son, and of the Holy Spirit. Amen." In such a case, the person administering emergency baptism shall inform the priest of the appropriate congregation so that the fact can be registered.

Conditional Baptism If there is reasonable doubt whether a person was properly baptized, conditional baptism may be administered as provided in an approved BCP, saying: "If you are not already baptized, N., I baptize you in the Name of the Father, and of the Son, and of the Holy Spirit."

Infant and Child Baptism

The following additional instructions apply in the case of Baptism of infants or of children before the age of understanding (normally age six or seven):

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

Instruction Preceding baptism there should be at least three sessions of instruction for the parents and Godparents to include the responsibilities of the parents and Godparents stated in an approved BCP.

Godparents Godparents must be committed, baptized Christians, though they need not be Anglicans. Persons who don't have family or friends who are committed Christians may ask members of the congregation to serve as Godparents. Traditionally, there are two Godparents for children. Ideally, these would be the same couple who would raise the children in the event that the parents died unexpectedly. At least one of the Godparents *must* be a committed, baptized Christian, with an enduring relationship with Christ.

The responsibilities of parents and Godparents are defined in the ACNA Baptismal Rite this way:

Sponsors of adults and older children present their candidates and thereby signify their endorsement of the candidates and their intention to support them by prayer and encouragement in the Christian life. Sponsors of infants, commonly called godparents, present their candidates, make promises in their own names, and also take vows on behalf of their candidates.

Godparents and sponsoring parents are to be instructed in the meaning of Baptism, in their duties to help new Christians grow in the knowledge and love of God, and in their responsibilities as members of the Church.

These responsibilities stem from scripture:

1. Now this is the commandment—the statutes and the rules—that the Lord your God commanded me to teach you, that you may do them in the land to which you are going over, to possess it, 2 that you may fear the Lord your God, you and your son and your son's son, by keeping all his statutes and his commandments, which I command you, all the days of your life, and that your days may be long. 3 Hear therefore, O Israel, and be careful to do them, that it may go well with you, and that you may multiply greatly, as the Lord, the God of your fathers, has promised you, in a land flowing with milk and honey. 4 “Hear, O Israel: The Lord our God, the Lord is one. 5 You shall love the Lord your God with all your heart, with all your soul, and with all your might. 6 And these words that I command you today shall be on your heart. 7 You shall teach them diligently to your children, and shall talk of them when you sit in your house, and when you walk by the way, and when you lie down, and when you rise.

(Deuteronomy 6.1-7)

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

SECTION E: BISHOP'S VISITATION

As the spiritual “head of household,” our Bishop will be spending a couple of days of special time with each congregation approximately annually. These “visitations” are in addition to the Bishop’s ongoing attention to the special needs of a congregation and regular interaction with all priests and deacons in the Diocese. The Bishop’s interaction with the laity is no less important. Not only does the laity participate equally in Diocesan governance, but *all the people of God are the chief agents* of the mission of the Church to extend the Kingdom. (*ACNA Constitution, Article III.1.*) The Bishop earnestly seeks the perspective, the wise counsel, the prayers, and the Godly fellowship of both lay and clergy persons.

The Anglican Church in North America and the Anglican Diocese of San Joaquin affirm certain governing principles of our life as a part of the Body of Christ. They include “the historic Godly *episcopate*” as “an inherent part of the apostolic faith and practice, and therefore as integral to the fullness and unity of the Body of Christ.” (*ACNA Constitution, Article I.3*) The episcopate (meaning all of the bishops together, or a single bishop’s tenure as bishop) is an essential part of the foundation laid by the Apostles and their successors for building-up the Kingdom of God on earth. The authority vested in bishops is integral to the Anglican way, both historically and in the explosive growth of Anglicanism in the Global South and here in North America. Anglicans are the third largest Christian group, after the Roman Catholic and Eastern Churches.

We affirm that the local congregation, not the diocese, is the fundamental agency of the mission of the Church; we also affirm that the congregations are united and held together under the authority of the Bishop. The mission of this Diocese is that, “...We Will Call and Equip Laity and Clergy to Bring People to and Disciple Them in a Saving Relationship with Jesus Christ.”

Because the visible Church of Christ is a congregation of faithful people where the pure Word of God is preached and the Sacraments are ministered as Christ has ordained, another of our governing principles is subsidiarity – an organizing principle that matters ought to be handled by the smallest, lowest, or least centralized competent authority. In other words, whatever the Diocese *can* wisely leave to the local congregation, *should be* left to the local congregation.

The Diocese coordinates the work of congregations for good order and smooth functioning; however, the ACNA and San Joaquin Constitution and Canons make abundantly clear that the Bishop is the “Ecclesiastical Authority” of the Diocese. (*ACNA Canons, Title III, Canon 8; ADSJ Constitution, Article III*)

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

We pray that the Holy Spirit will continue leading the Diocese of San Joaquin into Godly fullness as a servant community of mutual respect, support, and cooperation, and that we may fulfill all righteousness in our mission, our work, and our communal life together as disciples of our Lord Jesus Christ under the ecclesiastical authority of the Bishop.

When the Bishop visits your congregation, he hopes to accomplish the following:

1. If there are baptisms or confirmations (or both), the Bishop would like the opportunity to meet with the candidates on the Saturday afternoon or evening prior to the Sunday services. This meeting should not take more than an hour.
2. If at all possible the Bishop would like to meet with the clergy & congregation's leadership (Vestry but not limited to them) for a discussion time. If possible, a pot-luck in an informal setting works well. The Bishop uses this time for a brief teaching and to ask two questions: "What are you most passionate about?" And "What are you most concerned about?"
3. If it is the normal pattern of the congregation to have two services, please keep the two service times. The Bishop will preach and celebrate at both services.
4. Normally, if the congregation is within two hours' drive, the Bishop will commute from his home. If longer than that, he will find lodging locally.
5. If there is a Rector's forum, the Bishop would like to offer that as a Questions and Answer forum.
6. It is the practice to take a special offering for the Bishop's Discretionary Fund during his visit. Envelopes can be obtained from the Diocesan Office, and will be mailed in advance.
7. If persons are being presented for confirmation or baptism, the Bishop would like to know what curriculum has been used, so that when he meets with them he may ask appropriate questions and offer comments.
8. Individuals wishing to serve in the capacity of Chaplain to the Bishop should let their Rector know. The Rector, after determining suitability, can communicate the request to the Bishop and discuss the expected duties at that time.
9. The Lectionary used for the service will be the lessons for the day as set out in the ACNA Lectionary. Requests for different lessons will be entertained, but must be communicated with the Bishop *at least two weeks in advance* of his visit.
10. The Bishop will bring his own vestments - using the color for the season.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

In general, the Rector, Deacon in Charge, or Lay Leader in Charge should discuss the agenda and details of the visitation with the Bishop *before* plans become printed and publicized. The Bishop's Administrator may be involved in making some of his arrangements and will be available to help in any way.

The Bishop's visitation schedule is generally available on the Diocese of San Joaquin website under Calendar <http://www.dioceseofsanjoaquin.net>

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

SECTION F: BOOK of COMMON PRAYER and AUTHORIZED EDITIONS OF HOLY SCRIPTURE

The Bishop has authorized the *2019 Book of Common Prayer* for use in public services in the congregations of the Anglican Diocese of San Joaquin, in keeping with the standard set by the Anglican Church in North America.

The Lectionary and Calendar of the Church Year approved by the Anglican Church in North America will be followed in all congregations in this Diocese.

No other prayer books or liturgies are authorized without the expressed permission of the Bishop.

Neither shall a member of the clergy or Lay Reader alter any liturgy to be used in public worship beyond that which is proved for in the rubrics of the authorized prayer books without the expressed permission of the Bishop.

Correspondingly, the authorized editions of the Holy Scripture for public reading are:

The Authorized Version (the King James Version)

The American Standard Version

The English Standard Version

The Jerusalem Bible

The New American Standard Bible

The New English Bible

The New Jerusalem Bible

The New King James Version

The New International Version

The New Revised Standard Version

The Revised Standard Version

NOTE: *This does not prohibit the quotation of other versions, such as a paraphrased Bible, within sermons.*

SECTION G: CHURCH REGISTRY

As invaluable as they may be to genealogists, the question arises as to why the keeping of church records is important. Two reasons emerge: 1) It is of importance to the people and families concerned to have a record marking the pivotal events of their lives. 2) Maintaining a registry is important to the local church not only as a source of information but as an encouragement to effective ministry.

How can the keeping of records be an *encouragement*? Because, like the *Congregational Report*, it is a *measure* of Kingdom results in ministry.

For these reasons, a church registry must be maintained and shown to the Bishop during each visitation.

Commercially available registry books may be used or the necessary records may be kept in a journal(s) suitable for maintaining permanent records.

These events must be recorded:

- ❖ *Church Membership*
- ❖ *Removal from Church Membership*
- ❖ *Baptisms*
- ❖ *Confirmations*
- ❖ *Marriages*
- ❖ *Funerals and Memorial Services*

These details must be recorded, alphabetically by surname, in each instance:

Members of the Congregation Full Name <> Sex <> Birth Date <> Place of Birth <> Date of Baptism if known <> Place of Baptism if known <> Whether by letter of Transfer <> Whether by Request, if without letter of Transfer

Members Removed from the Congregation Full Name <> Sex <> Birth Date <> Whether by Death <> Whether by Letter of Transfer <> Whether by Stated Reason or Reason Unknown

Baptisms Full Name <> Sex <> Birth Date <> Place of Birth <> Date of Baptism <> Names of Parents <> Names of God Parents or Sponsors <> Name of Baptizing Minister

Confirmations Full Name <> Sex <> Birth Date <> Date and Place of Baptism <> Names of Presenters <> Date of Confirmation <> Name of Confirming Bishop

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

Marriages

GENERAL Date <> Time <> Venue

BRIDE Full Name <> Age <> Full Address <> Church Status or Religious Background <> Full Names and Addresses of Parents, including Mother's Maiden Name <> Signature of Bride

GROOM Full Name <> Age <> Full Address <> Church Status or Religious Background <> Full Names and Addresses of Parents, including Mother's Maiden Name <> Signature of Groom

WITNESSES We, subscribing our names below, were Witnesses of the marriage of the above named parties at the time and place stated: Full Names (Printed) <> Signatures <> Full Addresses

OFFICIATING MINISTER Full Name (Printed) <> Signature <> Full Address

Funerals/Memorial Services

DECEASED Full Name <> Birth Date <> Full Address <> Church Status or Religious Background

GENERAL Date <> Time <> Venue <> Whether Funeral or Memorial Service <> Location of Grave or Mausoleum or Disposition of ashes

OFFICIANT Full Name (Printed) <> Signature <> Full Address

SECTION H: CLERGY DISCRETIONARY FUNDS

Maintaining discretionary funds as a “Pastoral Care Fund as Budget Line Item” is the method preferred and recommended by the Bishop. However, recognizing that many of our churches currently operate with the “Discretionary Fund as a Separate Account,” these type of funds should be handled according to the highest standard of financial integrity. Remember: our core values are accountability, collegiality, and transparency, and these values protect the clergy and laity alike. The following are examples of discretionary fund policies based on the two methods listed above:

Pastoral Care Fund as Budget Line Item – Preferred Procedure

1. A clergy discretionary account is to be maintained under the Tax I.D. Number and in the name of the congregation, e.g., “St. Such-and-Such Anglican Church, The Rev. So-and-So Discretionary Account.”
2. At least one other person designated by the clergy person other than a church employee, e.g., a Warden or a Vestry member, shall sign the signature card and receive copies of all bank statements in order to have knowledge of the discretionary account and its activity.
3. Such other person (or a church employee) may keep the checkbook and prepare the checks for the clergy person’s signature. Photocopies of each check and of all documentation backing-up expenditures (e.g., utility bills, receipts for purchase of grocery store gift cards, etc.) shall be maintained.
4. No check on the discretionary account may be written to the clergy person, any member of their family, or to cash.
5. The records of the account shall be available to the congregation’s auditor. The Discretionary Fund shall be audited and reconciled at least once each year.
6. There should be an annual report to the congregation of the discretionary account activity, including dollars in and dollars out, and may include the categories of expenditures, e.g., food, books, scholarships, utility bills, etc.

This procedure means that clergy persons may direct the use of their discretionary funds and sign discretionary fund checks, but that another person(s) shall maintain the account, prepare the checks, and keep the records.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

Discretionary Fund as a Separate Account

1. A clergy discretionary account is to be maintained under the Tax I.D. Number and in the name of the congregation, e.g., “St. Such-and-Such Anglican Church, The Rev. So-and-So Discretionary Account.”
2. At least one other person designated by the clergyperson, e.g., the Treasurer, or a Vestry member, shall have access to all bank statements, so as to have knowledge of the discretionary account and its activity.
3. The clergyperson shall keep the checkbook updated with the register balanced, and shall make and preserve a photocopy of each check and of all documentation backing-up expenditures, e.g., utility bills, receipts for purchase of grocery store gift cards, etc.
4. No check on the discretionary account may be written to the clergyperson, any member of their family, or to cash.
5. The records of the account shall be available to the congregation’s auditor. The Discretionary Fund shall be audited and reconciled at least once each year.
6. There may be an annual report to the congregation of the discretionary account activity, including a summary of revenues and expenditures by category. This report should not disclose confidential detailed information, but should include categories, such as food, books, scholarships, utility bills, etc.

This procedure means that clergy persons may direct the use of their discretionary funds to write and sign discretionary fund checks, and must keep his/her own records and receipts, but that another person(s) shall audit and reconcile the account, at least once each year.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

SECTION I: CLERGY MEETINGS

It has become apparent to just about everyone in the Diocese that the nature of ordained ministry has been changing dramatically in our time. With the ordination of increasing numbers of deacons the three-fold ministry has been restored to its ancient form and blessed beyond measure. Nearly all deacons are non-stipendiary, with many of them working full or part time in secular employment. Many of our priests also work either in hospitals as chaplains or in secular employment in order to be able to offer their ministries to the Church. We are profoundly grateful for these men and women and the sacrifices they offer daily in order to serve the Lord and His flock. We are aware of how difficult it may be to take on further time commitments. Having said that, please pay heed to the following and know that as much as you possibly can, we want all clergy to be included in these very important diocesan events.

The clergy of the diocese are expected to make diocesan events and deanery meetings a priority in their scheduling. The Bishop and Deans make use of these events and meetings to foster fellowship, spiritual growth and development, mutual accountability, and to ensure the highest level of communication – not just for the sake of the clergy but for the diocese as a whole.

Diocesan Conventions, the Mass of Chrism, Clergy Retreats, and Clergy Conferences are to be afforded the highest priority as the clergy plan their annual calendars. If there is any reason why you may not be able to attend one of these, be sure to contact the Bishop well in advance, to discuss the reason for your absence.

SECTION J: COMPENSATION NORMS

Suggested Minimum Clergy Compensation Overview

(This includes the areas of stipend, housing, and social security offset, if provided)

- **\$59,500 Minimum for Full-Time Clergy in Charge of Congregations and other Full-Time Clergy.**
- **\$53,500 Minimum** for Full-Time Assistant during the second 12 months (i.e. months 13-24) following ordination. *[90% of Base Level Minimum.]*
- **\$47,600 Minimum** for Full-Time Assistant during the first 12 months from ordination to the diaconate. *[80% of Base Level Minimum.]*

Additional Notes:

- 1) Diocesan minimum is just that and is not intended to be the standard compensation of clergy in the Diocese of San Joaquin. Median compensation in 2020 for all full time Clergy within the San Joaquin Valley area was \$68,800, while median compensation for the Northern California area or our Diocese was \$80,000 per the Church Pension Group Compensation Report. Vestries are encouraged to verify that their compensation is sufficient for the needs of their priest (and families) and the cost of living where they live. The Bishop's Office can provide sources of pertinent information.
- 2) Diocesan Standing Committee recognizes the current economic situation nationally as well as litigation issues and the effect of increased expenses upon the local congregations. This policy, however, is intended to protect the lowest paid full time clergy and their families from undue stress and to enable congregations both to retain their current clergy and attract new candidates in the event of clergy vacancies.

Compensation for Supply Clergy

The stipend for clergy who provide supply services on Sunday is a flat rate of \$200.00 per Sunday. No request or offer above \$200.00 is permitted without the expressed approval of the Bishop. The \$200.00 supply stipend includes all mileage and expenses, and no additional reimbursement is authorized. In the event that the clergyman must make an overnight stay, in order to fulfill the need for Sunday supply, congregation leadership are invited to offer housing, but are not required to do so. NOTE: Stipends to an individual clergyperson are reported as taxable income by that individual. If a clergyperson's total stipends for the year exceed the minimum threshold established by the Internal Revenue Service (currently \$600, but subject to change), the congregation *must* issue Form 1099-MISC.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

Compensation for Interim Ministry

Interim clergy have the unique responsibility of serving a congregation at a minimum level to maintain stability while the congregation takes the time needed to search for a new rector. Interim clergy should be available for the essential ministries of the church, but they should not begin new programs or make sweeping changes to the ministries and mission of the church. If anything, the bishop may direct an interim priest to reduce some of the programs and ministries to prepare the way for a new rector with a fresh vision. This approach is especially needed, if the previous rector left under disagreeable circumstances.

Compensation for interim ministries should be based on the percentage of time that the interim priest serves each week. The bishop's expectation is that priests in the Diocese of San Joaquin will take 1.5 days off each week for rest and family time. Conversely then, they are expected to work 5.5 days each week. If that is figured as an 8 hour day, then he would work a minimum of 44 hours per week. Many full time priests work 10-12 hour days. Interim clergy however, are not expected to minister above and beyond a "normal" work day, so their stipend should be based on a percentage of 44 hours per week. For example, if the clergyman works 12 hours per week, his stipend would be 27% of the agreed upon base salary. Therefore, if \$60,000 were used as the baseline salary, 27% would be \$16,000 per year, or \$1,333.33 per month.

These are just examples. Whatever the salary or stipend, it must be agreeable to the vestry and the clergyman. For a long term interim situation (more than 3 months), a Letter of Agreement must be drawn up, which outlines the ministry expectations and stipend/salary, and signed by both parties. A sample Letter of Agreement is available from the Bishop's office.

No priest serving a congregation during a vacancy in the office of rector is eligible to be a candidate for rector (*Diocesan Policy adopted July, 1997*)

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

SECTION K: CONFIRMATION

Confirmation is a pivotal event in an Anglican's spiritual formation. It is the occasion to publicly ratify one's vows made in baptism, and can be especially meaningful to those who were baptized before the age of reason when baptismal vows were made on their behalf. Confirmation provides a public commitment to enter into mature Christian ministry and service, and proclaims one's identity as a member of the Anglican Communion.

The Nature of Confirmation

Based on the Apostolic precedent of Acts 8:14-17, the Bishop in apostolic authority lays hands on those to be confirmed that they may be strengthened with the Holy Spirit 1) for service in ministry and mission, 2) for growth in holiness and increase in the knowledge of and obedience to God's Word, and 3) that they may be preserved unto eternal life.

In Confirmation, the candidates publicly renew their Baptismal vows, or ratify and confirm the vows made on their behalf, and acknowledge themselves to be bound to believe and to do the same, promising to follow Jesus Christ as their Lord and Savior.

The congregation promises to support the candidates in their Christian lives, and they are released in the power of the Spirit to the service to which the Lord has called them. (*Ephesians 2:10*)

Though called a sacrament in some parts of the Greater Church, Confirmation is not one of the two Great Sacraments (Baptism and Holy Communion) that were instituted in specific form by Jesus Christ himself. Nevertheless, Confirmation is a fundamental sacramental rite of the Church that is allowed, if not commended by, Scripture. (*Articles of Religion, XXV*)

Anglican Confirmation is administered only by a Bishop; thus while it brings the persons being Confirmed into the congregation community, it also manifests their *connectedness* with both the historic and the present day One, Holy, Catholic, and Apostolic Church that exists beyond the local congregation.

Confirmation, like Baptism, is a *once-only-not-to-be-repeated* rite, if performed by a Bishop (whether Anglican or not) in line of descent in the historic Apostolic Church. However, persons "confirmed" in another denomination or independent church – who have not experienced a Confirmation administered in Apostolic succession – are proper candidates for Anglican Confirmation. For example, Roman Catholics, Eastern & Russian Orthodox Christians may be *received* but not *confirmed*. Lutherans and Methodists would be *confirmed* but not *received*.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

Instruction of Candidates

Candidates must have reached the age where they are able to use reason and discretion so as to be accountable for their decisions (age thirteen or above is a good standard). Candidates must receive instruction in the Nicene Creed, the Lord's Prayer, the Ten Commandments, the Catechism of the Church, and the Holy Scriptures of the Old and New Testament.

The Benefits of Confirmation

Although Confirmation is not a salvation issue, it has important spiritual benefits, including:

Confession Publicly acknowledging Christ is *transformative*, as seen in Jesus' statement "So everyone who acknowledges me before men, I also will acknowledge before my Father who is in heaven," and in Joshua's confession "But as for me and my house, we will serve the Lord." As knees are bowed and tongues confess, God confirms his servants. (*Matthew 10:38; Luke 12:8; Joshua 25:15*)

Accountability Publicly accepting the responsibility for one's own spiritual formation sets one firmly on the path to increasing maturity in the Christian walk.

An Offering to God In Confirmation one shows forth God's praise not only with the lips but by giving up one's self unto His service. (*C.f., The General Thanksgiving; Romans 12:1*)

Commissioning and Empowerment In the Laying on of Hands and prayer the Bishop commissions the candidates in the power of the Holy Spirit for the service to which the Lord has called them. (*Ephesians 2:10*)

Who should be Confirmed?

Confirmation must not be required of any person. Like Baptism it must never be thought a rote ceremony but should be heartily desired. "For with the heart one believes." (*Romans 10:10*) Nevertheless, anyone who teaches others should be Confirmed, as teachers are held to a higher standard. (*James 3:1*)

Before someone may be nominated as a Candidate for ordination, Warden, Vestry member, Licensed Lay Minister, Catechist, or Preacher, that person must be a Confirmed Communicant in Good Standing.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

Guidelines for Writing a Spiritual Autobiography for Confirmands, Receptions, and Reaffirmations in the Diocese of San Joaquin

The Bishop's usual practice is to try and meet in person with candidates for Confirmation, Reception, or Reaffirmation prior to the laying on of hands service, in order to hear from them – in their own words – the story of their faith thus far and why they want to take this step in their faith. However, from time to time and in certain years, this type of one-on-one meeting will not be possible.

In order to be certain that the Bishop is still able to get to know the candidates, he requires that each candidate write a brief spiritual autobiography, with the help of their sponsors and/or clergy. The following are some minimum guidelines (not exhaustive) for the types of information a spiritual autobiography of this sort should provide:

- ❖ What is your faith background? Did you grow up in a Christian home environment, some other faith, or with no faith at all?
- ❖ When did you begin your relationship with Jesus? Has it been ongoing since your baptism as an infant, or were you older?
- ❖ What impact has following Jesus had on your life? What role has your faith played in your day-to-day activities, whether school, work, or social/recreational?
- ❖ What do you think Confirmation is, and why is being Confirmed/Received or Reaffirming your faith something you want to do right now?
- ❖ What does being an Anglican mean to you?
- ❖ Do you believe the Nicene Creed? Why is it important?

Again, these are just some minimum guidelines for the types of things that should be included in the spiritual autobiography.

These autobiographies should be in the Bishop's possession no later than two weeks prior to the date of Confirmation/Reception/Reaffirmation.

SECTION L: CONTINUING EDUCATION OF THE CLERGY

Continuing Education is important to the practice of any profession. Many professions require a certain amount of such education annually as a prerequisite to maintaining one's license; for example, for the practice of law, dentistry or medicine. It is sometimes called "Further Education," which may convey a better understanding of the purpose.

Continuing Education is certainly an important priority for the clergy, as suggested by 2 Timothy 2:15: "Do your best to present yourself to God as one approved, a worker who has no need to be ashamed, rightly handling the word of truth." The same principle has carried into the canons of the ACNA wherein the laity are reminded of their responsibility "to continue their instruction in the Faith so as to remain an effective minister of Jesus Christ." If the laity are so admonished, how much more ought we encourage and provide for Continuing Education of the clergy!

Member congregations of this Diocese should provide their Rector, and any full-time clergy employees, up to seven (7) Continuing Education days annually, on the following basis:

1. Continuing Education opportunities may be recommended by the Rector, approved by the Vestry, and paid for by the congregation. It is an expectation of the Bishop that all clergy in charge of a congregation will take a minimum of one day per year for continuing education.
2. Continuing Education may consist of attendance at conferences, seminars or other formal classes, or may (on occasion but not mainly) consist of individual reading and study of a particular subject.
3. Continuing Education Days may be taken all together or separately during the year as best comports with opportunities presented; however, unused Continuing Education Days may not be carried forward from one year to another.
4. At the conclusion of each Continuing Education experience the clergy person should submit to the Vestry, with a copy to the Bishop, a written report of approximately 500 words summarizing the value of the experience.

SECTION M: CONTINUING EDUCATION OF THE LAITY

“Do your best to present yourself to God as one approved, a worker who has no need to be ashamed, rightly handling the word of truth.” (2 Timothy 2:15)

This admonition to Timothy along with the whole counsel of Scripture has carried into the Canons of ACNA and the Diocese of San Joaquin wherein lay persons are reminded of their responsibility to continue their education and formation in the Faith so as to remain effective ministers of the gospel of Jesus Christ.

Concerning Ministry, the ACNA Canons state:

1. “The people of God are the chief agents of the mission of the Church to extend the Kingdom of God by so presenting Jesus Christ in the power of the Holy Spirit that people will to put their trust in God through Him, know Him as Savior, and serve Him as Lord in the fellowship of the Church. *(Title I, Canon 10 § 1)*
2. “The effective ministry of the Church is the responsibility of the laity no less than it is the responsibility of the Bishop and the priests and deacons. *(ACNA Title I, Canon 10 § 1)*
3. “It is incumbent for every lay member of the Church to become an effective minister of the gospel of Jesus Christ, one who is spiritually qualified, gifted, called, and mature in the faith.” *(Title I, Canon 10 § 1)*

Concerning the Continuing Education and Formation in the Faith, the ACNA Canons state:

It shall be the duty of every member of the Church:

1. To worship God, the Father, and the Son, and the Holy Spirit, every Lord’s Day in a church unless reasonably prevented;
2. To engage regularly in the reading and study of Holy Scripture and the Doctrine of the Church as found in Article I of the Constitution of this Church;
3. To observe their baptismal vows, to lead an upright and sober life, and not give scandal to the Church;
4. To present their children and those they have led to the Lord for baptism and confirmation;
5. To give regular financial support to the Church, with the biblical tithe as the minimum standard of giving;

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

6. To practice forgiveness daily according to our Lord's teaching;
7. To receive worthily the Sacrament of Holy Communion as often as reasonable;
8. To observe the feasts and fasts of the Church set forth in the Anglican formularies;
9. To continue his or her instruction in the Faith so as to remain an effective minister for the Lord Jesus Christ;
10. To devote themselves to the ministry of Christ among those who do not know Him, utilizing the gifts that the Holy Spirit gives them, for the effective extension of Christ's Kingdom. (*Title I, Canon 10 § 2*)

The importance of these provisions, in terms of the future development of our Church, cannot be understated. Not only does the laity share equally with the clergy in the governance of ACNA and of this Diocese, but congregational growth and successful church planting depend in no small measure on the informed, effective participation of lay persons in extending the Kingdom of God in our communities.

ACNA Title II, Canon 4, Section 2, Concerning Christian Formation:

All Clergy shall take care that all within their cures are instructed in the doctrine, sacraments, and discipline of Christ, as the Lord has commanded and as they are set forth in the Holy Scriptures, in the Book of Common Prayer, and in the Church Catechism.

Congregations of this Diocese must implement and sustain an effective program(s) of Christian education and formation "...in the doctrine, sacraments, and discipline of Christ, as the Lord has commanded and as they are set forth in the Holy Scriptures, in the Book of Common Prayer, and in the Church Catechism," (*Title II, Canon 4 § 2*) that addresses and facilitates these ACNA objectives, so that members of the congregation are taught to become – and to continually develop their abilities as – effective ministers of Jesus Christ. This is important not only within, but also beyond, the walls of the local church.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

SECTION N: DIOCESAN ORGANIZATION

The Anglican Diocese of San Joaquin is an unincorporated religious association. “The authority of the Diocese is vested in and exercised by its Bishop . . . its Convention, and its Standing Committee. The Ecclesiastical Authority of the Diocese is the Bishop.” *(Article III of the Diocesan Constitution)*

The following briefly explains the respective roles of the Bishop, the Diocesan Council and the Standing Committee.

The Bishop

The chief work of the Bishop is the propagation and defense of the Faith and of Godly Order as the visible sign and expression of the Church. He is a member of the College of Bishops of the Anglican Church in North America and represents the Diocese in the councils of the Church. The Bishop is the Chief Pastor of this Diocese and may officiate within any Congregation or elsewhere in this Diocese. The Bishop is the Ordinary of all religious or benevolent organizations of the Church within this Diocese and as such may attend and preside at any of their meetings and has final appellate jurisdiction over their proceedings.” [Article IV] The Bishop is the rector of the Cathedral.

The Convention and Standing Committee

“An Annual Convention shall be held for the purpose of approving and adopting the Diocesan budget for the ensuing year, the election of members of the Standing Committee, delegates to the Provincial Assembly and Provincial Council, and other such items as appear on the approved agenda. The Annual Convention of the Diocese of San Joaquin shall be held in the Fall of each year, and the time and place shall be set by the Ecclesiastical Authority. For satisfactory reasons the Ecclesiastical Authority may change the time and place of Convention.” [Article V, Sections 1 & 2] “The Convention shall be composed of qualified members of the Clerical order and elected members of the Lay order of this Diocese.” [Article V, Sec. 5]

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

The Standing Committee

There shall be a Standing Committee formed and constituted in the manner specified by the Canons of this Diocese. This committee shall be the Standing Committee of the diocese as described in the Canons of the Province. The Committee members' manner of election and their duties shall be those described by the Canons of the Province and of this Diocese. The Committee shall have the authority to fill its own vacancies. The Bishop shall be Presiding Officer of the Standing Committee. The Committee shall select such other officers as may be specified by the Canons. The Standing Committee shall, between meetings of the Convention, have full authority to act for the Convention in all matters not expressly reserved to the Convention. [Article VII, Sec. 1-4]

]

SECTION O: EMPLOYMENT AGREEMENTS

The Rector of a congregation should have a written employment agreement memorializing the mutual understanding of the Rector and Vestry in calling the Rector.¹ Reasons for a written agreement include, for example, the expectations of the parties, perhaps a major change of residence for the new Rector and family, and possible performance benchmarks or salary expectations.

It is also important for subordinate employees (and some volunteers) to have a Letter of Agreement, even though they serve at the pleasure of the Rector. Having clear written job descriptions, expectations, terms of employment and benefits, along with regular reviews, will go a long way toward preventing misunderstandings and bitter feelings. Letters of Agreement and regular reviews are excellent ways to communicate expectations, guidance and appreciation for a job well-done.

The negotiation and preparation of an employment contract is the responsibility of the Vestry, the prospective Rector, and their professional advisors. However, if requested, the Diocese may lend assistance to a Vestry through the advice of the Bishop or other experienced person. The Diocese has a recommended format and examples of Rector Letters of Agreement. Please contact the Bishop's office for more information.

A Letter of Agreement would normally include:

1. An introductory recitation of the date, parties, and purpose.
2. The Rector's duties and responsibilities, including references to appropriate canonical requirements, and/or diocesan policies.²
3. The term of the Rector's employment.
4. The Rector's compensation.
5. The Rector's hours of service, days off, and vacation entitlement.
6. The Rectors insurance and pension benefits.

¹ ACNA Canons provide (subject to local law and diocesan canons not in conflict) that no Rector may be called or dismissed from a congregation without the *consent* of the Bishop, and that no other clergy may be called or dismissed from a congregation without *consultation* with the Bishop; further, that assistant clergy and lay employees of a congregation serve under the direction of and at the pleasure of the Rector. (*ACNA Canons, Title 1, Canon 6, Section 4.*)

² It is commonly understood that: "The rector, subject to the supervision of the Bishop, shall be the ecclesiastical authority of the congregation and the chief executive officer of its corporation. The rector shall at all times have full access to and control of all of the congregation's buildings and facilities. The rector shall be in charge of the music for services, and shall supervise all services, ritual observances, and ministries of the congregation."

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

7. The Rector's housing or housing allowance, if any.
8. Any automobile allowance or reimbursement plan
9. Any travel allowance or travel reimbursement understanding.
10. Continuing Education and any provision for sabbatical leave.
11. A provision for annual review of the terms of the Contract.
12. A provision for Vestry review of the Rector's performance annually.
13. The method of dispute resolution.
14. A provision for ending the pastoral relationship should also be incorporated.³
15. A provision for review of the Contract by the Bishop or his representative prior to signing.
16. A statement that, in case of any conflict between the provisions of the Employment Contract and the Constitutions or Canons of either the Diocese or the Anglican Church in North America, the Constitution and Canons will prevail.

³ An example of such a provision could be: "For example: Should two-thirds (2/3) of the members of the vestry wish to end its pastoral relationship with the rector, the vestry shall notify the Bishop. The Bishop shall appoint intercessors to cover the matter in prayer. The Bishop shall meet with the vestry, with the rector being present if the rector wishes, so that the matter may be fully aired and discussed. Thereafter the Bishop shall meet and pray with the vestry and with the rector as many times as he believes necessary to resolve differences to the satisfaction of the parties or to accomplish a termination of the pastoral relationship in a Godly manner. The Bishop, as conciliator and spiritual counselor and as the ecclesial authority to whom the vestry and rector are submitted shall devote generously of his time and attention so that the matter may be resolved as expeditiously as possible, consistent with Godly process and Scriptural principles."

SECTION P: FUNERALS AND MEMORIAL SERVICES

The ACNA Burial Service Instructions describe funerals in this way:

The burial of a Christian is an occasion of both sorrow and joy—our sorrow in the face of death, and our joy in Jesus’ promise of the resurrection of the body and the life everlasting. As the burial liturgy proclaims, “life is changed, not ended; and when our mortal body lies in death, there is prepared for us a dwelling place eternal in the heavens.”

The Christian burial liturgy looks forward to eternal life, rather than backward to past events. It does not primarily focus on the achievements or failures of the deceased; rather it calls us to proclaim the Good News of Jesus and his triumph over death, even as we celebrate the life and witness of the deceased.

Here are guidelines for these services:

Appropriate Venues

An Anglican church is normative, if one of appropriate size and location is available; otherwise another sanctified Christian ground may be used. For weighty cause, still other venues may be appropriate.

The Casket or Urn

The body is not required; however, it is a good thing to have the body in church to remind those present of their own mortality and need of salvation unto eternal life through faith in Jesus Christ. The casket must be closed when in church and during Burial rites. The casket is to be covered by a pall or national flag. Sealed urns of ashes may be displayed if the family wishes.

Sermon

Normally the sermon will be given by a member of the clergy. It is most appropriate to have an evangelical theme and message. The Gospel Lesson is presented by a priest or deacon.

Remembrances

Eulogies are best suited for the reception, but the minister may permit them at his/her discretion. It is highly recommended that the minister require eulogies to be written out and – if possible – to review them prior to the service.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

Donations

There is no expectation of a monetary donation in the case of services for members of the congregation, other than for extra costs, e.g., a paid organist or paid musicians.

Music

Secular music is not allowed during the Liturgy. But may be offered before or after the Liturgy, at the discretion of the Celebrant or Officiant.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

SECTION Q: HANDLING MONEY

Financial responsibility, transparency and accountability are fundamental obligations in this Diocese. The Standing Committee and Diocesan Treasurer develop and maintain appropriate standards of financial transparency and accountability to insure the regular, full, accurate and timely disclosure of Diocesan finances. These standards are binding on the congregations to regulate their financial affairs as well. The rector or clergy-in-charge should be in clear oversight of all financial practices of the local church. The standards include proper record keeping, accounting practices, audits, insurance coverage, and insurance coverage. (Diocesan Canons, Title III, Canon XIX, section 01(b); Canon XX sections 04 07, 08, & 09; Canon XXI sections 02)

NOTE: Bonding of financial officers and personnel is included in Church Mutual liability policies. In the event that liability insurance coverage other than Church Mutual is procured, specific bonding coverage must be included and proof provided to the Diocesan office.

Instructions for the handling of money (including checks and other non-currency forms of money) are for the benefit of the money handlers just as much as they are for the benefit of the church. The Diocesan Treasurer/Bookkeeper Manual has all best practices for this area. They include the following simple but time-tested rules, at a minimum:

1. All money must be handled by at least two people at all times. No one should ever be left alone with church money.
 - a. Two, unrelated people should be counters
 - b. No one person should be a counter more than two weeks in a row.
2. Plate offerings must be counted and balanced immediately after a service and before leaving the church.
3. Money must be secured in a safe, or locked cabinet, until it can be deposited in a bank.
4. All checks must have two signatures, and appropriate documentation should be attached to the stub at the time of signing.
5. Ideally, the person who deposits the money is not a check signer.
6. Ideally, the writer of checks should not be signers of checks.

The biblical tithe is the minimum standard of giving by this Diocese to support the mission of the Church, and it is to be taught and encouraged in our member congregations.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

The rector and the vestry, with the assistance of appropriate committees, develop the program and budget of the congregation based on the commitments of the church members and other monies raised. The program and budget adopted by the vestry shall be presented annually to the congregation.

All congregation financial documents and records and vestry minutes must be made available for inspection by any member of the congregation upon request at reasonable times and places. There are several exceptions to this:

1. Documents and records pertaining to personnel issues and/or protected by the attorney-client privilege.
2. Confidential information related to individual congregation members' giving.
3. Confidential information related to disbursements of clergy discretionary funds.

Records of all giving-related documentation should be provided to all pledgers/regular givers – preferably quarterly, but at least semi-annually.

Questions may be directed to the diocesan treasurer Dave Francis:

dave.francis44@gmail.com.

SECTION R: MEMBERSHIP

It bears repeating that:

Membership in the Church requires that a person has received the Sacrament of Baptism with water in the Name of the Father, and of the Son, and of the Holy Spirit, and that such a person be accepted as a member of the Church by a congregation of this Church in compliance with the Constitution of the Church. Such a person is a baptized member of the Church. (ACNA Title I, Canon 10.3)

In addition, voting membership, as referenced in the ADSJ Canons, requires being a “communicant in good standing,” which is defined in Canon 2.02:

- (1) **Definition of Communicant:** All members of this Church who have received Holy Communion in this Church at least three times during the preceding year and who uphold the Doctrine and Discipline of this Province are to be considered communicants of this Church.
- (2) **Definition of Adult Communicant:** All communicants 18 years old or older are considered Adult Communicants of this Church.
- (3) **Definition of Communicant in Good Standing:** All communicants of this Church who for the previous year have been faithful in corporate worship, unless for good cause prevented, and have been faithful in working, praying, and giving for the spread of the Kingdom of God, are to be considered communicants in good standing.

SECTION S: CONGREGATIONS WITH NO RECTOR

Congregations in the ACNA are defined in this way:

“A congregation in this Church is a gathered group of Christians who have organized and function in accordance with the canons of this Church attached to a diocese and under the oversight of a Bishop. Every congregation of the Church belongs to the Church by union with a Diocese of the Church or through a Diocese-in-Formation. A congregation of this Church is a gathering where the pure Word of God is preached and the sacraments are duly administered according to Christ’s ordinance....”(ACNA *Canons Title I, Canon 6. Art.2*)

In those congregations where there is a Deacon-in-Charge, or Lay Pastor-in-Charge, that person will be responsible to send in a monthly report to the Bishop’s office, which includes any reports made to the vestry, the most recent vestry meeting minutes, a monthly report of Sunday attendance and giving, and documentation of income and expenditures and a statement of liabilities (debts).

Please refer to the appendix for report forms.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

SECTION T: CONGREGATIONAL REPORTS

An annual congregational report is required by the Anglican Church in North America (ACNA) Canons, Title I, Canon 6, Section 8. Forms are provided by ACNA on the provincial website. Or, call the ACNA provincial office at (724) 266-9400.

This discussion of congregational reports is included in the *Rectors and Wardens Manual* for information and as an encouragement to effective ministry. Reporting annually on the state and progress of the church at all levels – Provincial, Diocesan, and Congregational, – measures our leadership and our results in advancing God’s Kingdom.

The ACNA has developed an annual reporting system in three parts. The Province will report based on Diocesan reports, which are in turn based on congregational reports; so the congregational report is pivotal. Without responsible congregational reporting, the system fails.

Why is it an encouragement? Because the congregational report holds us accountable for producing Kingdom results. The Appendix contains a copy of the particular subjects addressed in the ACNA’s annual congregational report.

These reports are also used by the Province to verify our diocesan representation at Provincial Assembly. The Province uses the total diocesan figure for the question about Average Principle Service Attendance. If this number is not accurately reported, then we could end up over or under represented; neither option is good.

SECTION U: PASTORAL CARE OF THE CLERGY

Clergy can experience unseen stress due to the unrelenting pressure of shepherding people and because of pressure they can put on themselves to fulfill their calling. Not only is theirs a twenty-four-seven responsibility – one spiced with intermittent joys and burdened with unexpected tragedies, and perhaps the feeling of needing to always be on-stage – the ordained ministry can be a lonely calling on a pedestal where one can feel they are expected to manifest inner strength without revealing their human frailty.

Physicians, lawyers, and clergy have the most problems with drug abuse, alcoholism, and suicide, according to many studies. Financial problems, for example, can be a serious source of stress and certainly many clergy have more than a fair share of it in their lives.

The relationship of the Bishop to his clergy is first and foremost a pastoral one that is founded in Christ's love. No ordained person seeking the confidential pastoral care of his or her Bishop will be thought of any-the-less for it. On the contrary, it is a sign of inner strength to admit one's needs and to seek wise counsel, spiritual as well as practical support, and the safety of the pastoral relationship.

As pastor to the pastors, your Bishop wants to spend time with, to pray with, and to offer appropriate help to, any clergy who could use a helping hand in one of these areas (or any other area of concern) affecting their lives:

- * Marriage or family issues
- * Financial concerns
- * Unresolved issues with the Vestry or congregation family
- * Health issues
- * Alcohol or substance abuse
- * Anger
- * Burnout
- * Time management (e.g., over committing oneself)
- * Depression
- * Anxiety
- * Compulsive behaviors (e.g., over-eating, sexual issues)
- * Unemployment
- * Any other difficult personal issue

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

Clergy and Wardens should be aware of signs that personal problems may be adversely affecting physical or mental wellbeing. These signs could include:

- * Problems with sleeping
- * Fatigue
- * Irritability/Anger
- * Increased drinking
- * Misuse of medications
- * Difficulty staying focused
- * Persistent sadness
- * Excessive Anxiety
- * Apathy
- * Simply not being able to function as well as normally

The well-being of clergy is foundational to the health of the congregations they serve. Therefore the Bishop has no higher priority than the physical, emotional, and spiritual health of the pastors whom God has given into his care at this time in their lives, that he may succor and encourage (to paraphrase 1 Timothy 5:1) “older men as he would a father, younger men as brothers, older women as mothers, younger women as sisters, in all purity.”

Intervention:

Should the Wardens believe that an intervention is necessary, they must inform the Bishop as soon as possible prior to taking action.

Intercessors:

Congregations and clergy will benefit by having a recognized ministry of intercession that supports its clergy on a daily basis. Seasoned members of the church in particular may be called to this ministry, along with any in the congregation who have the Godly gift of intercession.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

SECTION V: SEXUAL MISCONDUCT PREVENTION

Adults

Freedom from sexual harassment in the working environment is of paramount importance. This is especially true of a church setting where God is worshiped and Christian fellowship abounds! All individuals (clergy and laity) who are employed by or are actively serving in a staff or clergy role, whether paid or unpaid, in any congregation of this Diocese must have appropriate training in sexual misconduct prevention and the safety precautions that must be taken to prevent sexual harassment. For congregations with five employees or more, training must be completed which satisfies the requirements of the state of California, or the state in which the congregation exists, to be renewed as state law requires (e.g., every two years in California). Suggested trainings are provided in the *APPENDIX*.

In very general terms, sexual harassment is any sexual advance, request for sexual favor, or other verbal or physical conduct of a sexual nature, and can include physical touching, verbal abuse or any other emotional abuse of a sexual nature.

The Bishop and Diocesan Office will, with the advice of the Standing Committee, establish and update guidelines for trainings on harassment and adult abuse prevention as necessary.

The diocesan guidelines regarding *Abuse Awareness and Sexual Misconduct Prevention* are included in the *APPENDIX*. Attending training and affirming the prevention guidelines is mandatory for Rectors and Wardens, and for others as set forth in the separate training protocols.

Children and Youth

The safety of children and youth is of paramount importance. This is also especially true in a church setting where children are being taught about God! It is mandatory that all persons (whether employees or volunteers) having any role, however supposedly minor, in the care and nurture of children in this Diocese must have appropriate training in the prevention of child abuse. The Anglican Diocese of San Joaquin has adopted the Anglican Church in North America's *Guidelines for the Protection of Children and Youth*, and requires the MinistrySafe Abuse Awareness online training, to be renewed every three years.

Child abuse is defined as any mistreatment or neglect of a child that results in non-accidental harm or injury. Child abuse can include: physical abuse, emotional abuse, sexual abuse, or mere neglect.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

The requirements corresponding to abuse prevention training for children and youth are included in the *APPENDIX*, and outlined in detail in the *Guidelines for the Protection of Children and Youth*, found on the website at <https://www.dioceseofsanjoaquin.net/protect-children-youth.html>. Attending training and affirming the prevention guidelines is mandatory for Clergy, Staff, Ordinands, Catechists, Wardens, and all those who work regularly with children, or who supervise ministries for children and/or families, and others as set forth in the *Guidelines*.

.

SECTION W: THE SOLEMNIZATION OF MATRIMONY

The position of this Diocese on Marriage, the Family, and Single Life, is stated in the ACNA Canon VII, and is foundational for the policies and procedures to be followed in solemnizing a marriage:

We affirm our Lord's teaching that the sacramental rite of Holy Matrimony is in its nature a union permanent and lifelong of one man and one woman in which the two become one flesh. It is both an ordinance of Creation, affirmed as such by our Lord, and commended by Saint Paul as a sign of the mystical union between Christ and His Church. We are called to promote and protect healthy marriages. *Genesis 2:24; Ephesians 5:32*

We further affirm the family to be one of the greatest blessings God gives us, providing acceptance, sustenance, nurture, and admonition from the Lord. We are called to promote and protect healthy family life, and to embrace within the fellowship of the Church those who are without family. *Psalms 127, 128; James 1:27*

Similarly, we affirm with St. Paul that it is also good and acceptable for people who are called to celibacy to lead a chaste unmarried life. *1Corinthians 7:7-8*

A Prayer in the 1928 Book of Common Prayer well captures the *weightiness* of the commitment that is to be solemnized, and reminds us of the Church's important responsibility when solemnizing a marriage:

O ETERNAL God, Creator and Preserver of all mankind, Giver of all spiritual grace, Author of ever-lasting life; Send thy blessings upon these thy servants, this man and this woman, whom we bless in thy Name; that they, living faithfully together, may surely perform and keep the vow and covenant betwixt them made, and may ever remain in perfect love and peace together, and live according to thy laws; through Jesus Christ our Lord.

Amen. (1928 BCP, page 303)

Having the forgoing firmly in mind, these are the policies and procedures concerning weddings in this Diocese:

Pre-nuptial Investigation

All members of the clergy of this Diocese may refuse to solemnize the marriage of any couple for any reason (ADSJ Canon XXXI Sec.31.03 d)

All members of the clergy of this Diocese are prohibited from solemnizing or blessing any union or intimate personal relationship other than between one man and one woman in Holy Matrimony (ADSJ Canon XXXI Sec.31.03 b)

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

No church facility may be used to solemnize, bless, or celebrate any union or intimate personal relationship other than Holy Matrimony between one man and one woman. (*ADSJ Canon XXXI Sec.31.03c*)

Members of the clergy of this Church shall conform to the Canons of this Church governing the solemnization of Holy Matrimony.

- 1) Both parties shall be baptized. Any exception to this requires the permission of the Bishop;
- 2) There shall be thirty (30) days notice of intention to marry unless waived for weighty reasons, in which case the Bishop shall be notified immediately and in writing;
- 3) The Clergy shall provide counsel to both parties on Holy Matrimony with respect to theological and social implications and responsibilities;
- 4) The Clergy shall ascertain that the man and woman, parties to the marriage, have a valid marriage license. (*ACNA Title II C7 S3*)
- 5) No Clergy knowingly, after due inquiry, shall solemnize any marriage if they have unresolved concerns regarding the following impediments:
 - a) Consanguinity and affinity as defined in the 1662 Book of Common Prayer;
 - b) Mistaken identity;
 - c) Absence of the capacity for free and intelligent choice;
 - d) Bigamy, evidence of sexual perversion or conviction of a sexually related crime;
 - e) Fraud, coercion, abuse or duress.
- 6) Any declarations of nullity may only be granted by a Bishop with jurisdiction and shall be based upon Scriptural principles including the foregoing impediments to marriage. (*ACNA Title II C7 S5*)

As marriage is a lifelong covenant between a man and a woman in which the two become one flesh, it is both an ordinance of Creation, affirmed as such by our Lord, and commended by Saint Paul as a sign of the mystical union between Christ and His Church (*Matthew 19:3-9; Ephesians 5:22-32*). Therefore, the failure of a marriage is always a tragedy. Scripture acknowledges our fallen nature and does provide guidance to know when a marriage may be declared a nullity or dissolved and allows the possibility of a subsequent marriage in certain circumstances (*Matthew 19 and 1 Corinthians 7*).

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

- 1) Couples who request to be married by a member of the Clergy of this Church must have approval from their Bishop if either party has ever been divorced;
- 2) When a divorced person seeks permission to remarry, the Clergy must ascertain the pertinent facts concerning a declaration of nullity or termination of marriage; and in the absence of a declaration of nullity, forward such information to the Bishop in writing for his godly advice and consent;
- 3) The Diocese is responsible to create a process by which this discernment may be made with reasonable promptness. (*ACNA Title II C7 S4*)

Previous Marriage according to ADSJ

Every proposed remarriage must meet the normative standards for Christian marriage. In addition, the following norms apply for the previously married:

Timing: A person who has been previously married should not remarry until at least one (1) year following the final dissolution of the previous marriage, being an appropriate hiatus to allow for stress relief, reflection, healing, and spiritual regeneration.

Surviving Spouse: It is highly recommended that a person whose spouse has died should not be remarried before at least one year has passed.

One Divorce: A divorced person may be remarried if there existed a biblically-founded justification for terminating the previous marriage, traditionally understood within Anglicanism as being: unrepentant adultery, abandonment, a physically abusive relationship, or a dangerous situation in the home. A written explanation - using the Bishop's application form – outlining why it is thought the marriage should be solemnized, should be sent to the Bishop sufficiently in advance of the proposed wedding date to permit his thoughtful review. The form is included in the Appendix.

Multiple Divorces: The case of a person seeking to be remarried after two divorces should be discussed with the Bishop, who will inquire into justification for the divorces and the reasons why it is thought appropriate that the proposed marriage be solemnized. If possible, documentation should be submitted that provides evidence and justification for the divorce, such as a written police report, testimony from other family members, reports from doctors or counselors, et cetera.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

Your Bishop encourages you to call with any questions that you may have about solemnizing a particular marriage.

The Clergy shall require the parties to sign the following declaration “We, A. B. and C. D., desiring to receive the blessing of Holy Matrimony in the Church, do solemnly declare that we hold marriage to be a lifelong union of husband and wife as it is set forth in the Book of Common Prayer. We believe it is for the purpose of the procreation (if it may be) of children, and their spiritual and physical nurture, for mutual fellowship, encouragement, and understanding, and for the safeguarding and benefit of society, and we do engage ourselves, so far as in us lies, to make our utmost effort to establish this relationship and to seek God’s help thereto.”(ACNA Title II C7 S6)

Premarital Counseling

No marriage may be solemnized without appropriate premarital counseling. The Biblical foundation for marriage should be made clear to the couple. Attention should be given to Genesis 2:18-24; John 2:1-11; Ephesians 5; and Hebrews 13:4, so that the couple well understands the reason for marriage and the necessity of remaining married, despite the temptations and frustrations that come in any marriage.

People contemplating marriage need to be made aware that mutual romantic love is not enough to weather the storms and endure and preserve through long years of marriage, and that this is the very reason that wedding *vows* are necessary. The couple must confront both the purpose and the meaning of their vows in the wedding service, the text of which should be carefully reviewed with them and elucidated.

Premarital counseling must include an amount of Christian Catechesis appropriate to the couple’s spiritual formation.

In sum, the purpose of premarital counseling is to ensure that the couple has carefully considered, and well understands, what Christian marriage is all about. Specifically, they should understand things in terms of God’s plan for His people and their lives, and why it is God’s will for them to stay married (unless very weighty, biblically-permissible causes should separate them).

There are a number of suitable educational tools that may be used in premarital counseling, including *Foccus* (foccusinc.com) and *Prepare Enrich* (prepare-enrich.com) which are recommended.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

Appropriate Venues for Weddings

- (1) An Anglican church is always normative, if one of appropriate size and location is available;
- (2) Otherwise (for, example, when the Anglican sanctuary is too small or none is readily available) another sanctified Christian ground may be used;
- (3) For weighty cause, still other venues may be appropriate, if discussed with the Bishop beforehand.

Times When Weddings Should Not Be Solemnized

Except for weighty cause discussed with the Bishop beforehand, weddings should not be solemnized during Lent.

Cohabitation

If possible, a cohabitating couple should make arrangements to live apart during premarital counseling and until they are married. Otherwise, they should at least abstain from sexual activity until they are married. The importance of this cannot be overemphasized in terms of riveting their attention on the biblical basis for marriage and the significance of their vows.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

SECTION X: THE WARDENS

Together with the Rector, the Wardens are instrumental in managing the affairs and activities of the congregation subject to the oversight of the Vestry and Bishop. The partnership between the Wardens, and between the Wardens and the Rector, is a close one requiring selfless service, mutual accountability and no small commitment of time and talent, as the Wardens work together to support the Rector in leading the congregation.

One should not agree lightly or inadvisably to become a Warden, for much that is quite unexpected may be required.

When there is no Rector in office (for example, when a Rector has resigned and a candidate search is underway) the Senior Warden is in charge of the congregation, subject to supervision from the Vestry and the Bishop. This can be a time of great stress within a congregation requiring a hands-on commitment of time by both Wardens and close cooperation between them and between them and the Vestry and the Bishop.

There even is a sense in which “*once a Warden, always available*” holds true. Former Wardens are a rich resource of knowledge and Godly wisdom to be drawn upon down through the years.

An important purpose of the *Rectors and Wardens Manual* is the training of Junior and Senior Wardens as a means of strengthening the corporate life and ministries within member congregations.

Title III, Canon 20 provides guidelines for the responsibilities of the vestry. Section 02 of canon 20 outlines the election of the wardens.

Sec. 20.02 As soon as practicable after the Annual Congregation Meeting, the Vestry shall meet for organization. From its members the Rector shall appoint a Senior Warden and the Vestry shall elect a Junior Warden. If there be a vacancy in the rectorship, both Wardens shall be elected. The Rector shall preside at all Vestry and Congregation meetings, but if he be absent or unable to act, the Senior Warden, or in case of his disability, the Junior Warden shall preside. No meetings of the Vestry shall be valid unless the Rector or one of the Wardens be present.

Rectors, Vestry members, and Wardens should read and be familiar with Canons 18, 19, 20, and 21.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

The Senior Warden

The Senior Warden (“the Rector’s Warden”) is appointed by the Rector. The Senior Warden has interrelated roles:

The Rector’s Wingman: _ A Senior Warden and Rector have a unique relationship that defies easy analogies. Perhaps a sense of it may be gotten from the concept of *wingman*; a person who helps, protects, or guides an associate. A wingman is expected to forego independent action by remaining with the leader at all times. The Senior Warden may act for the Rector from time to time, but only at the Rector’s request; the Senior Warden is never a usurper of authority.

The Senior Warden assists the Rector in the Rector’s visioning for the church, acting as a sounding board and helping to sharpen the vision the Rector discusses with the Vestry. The Senior Warden helps the Rector implement the Vision of the church, for example, in establishing a new ministry or reinvigorating an old one. In the grind of congregation life, the Senior Warden is the Rector’s ally and – to an extent – the Rector’s eyes and ears. However, the Senior Warden is never a yes-man, for to become one would deprive the Rector and the congregation of a friend who seeks to “speak the truth in love.” (The Senior Warden is responsible for congregational situational awareness and protecting the interests of the congregation, too.) In sum, the Senior Warden assists the Rector closely but is never a rubber stamp for the Rector, nor blind to a Rector’s limitations.

Wise Counselor: _ The Senior Warden gives the Rector wise counsel in matters big and small, sometimes volunteering and other times waiting for the Rector to seek advice before interjecting. The Senior Warden is a trusted confidant – someone who will always protect information that is disclosed in confidence. The Senior Warden is a safe-place for the Rector to vent true feelings, frustrations and worries about what’s going on in the church, a place where acceptance, comfort, Godly perspective, and mutual prayer flow freely.

Prayer Partner: The Rector and the Senior Warden should get together to pray on a regular basis, in addition to the prayer needs that arise in the course of the work. The Senior Warden is aware of the Rector’s physical health, manifest stress factors, and rest requirements, and insists on the Rector taking appropriate time-off on a regular basis, with some special periods of drawing away for reflection and spiritual refreshment. The Senior Warden sees to it that the Rector has at least one period each week that is a “no-work zone,” at least 24 hours of personal and family time where there is no contact with the church other than in case of true emergency. The Senior Warden also insists that the Rector has a support group of other clergy (whether or not Anglican) who meet regularly for mutual support and prayer. (In very remote areas this can be a weekly phone conference.)

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

First Vice President of the Corporation: The Senior Warden is the First Vice President of the corporation. As such the Senior Warden assists the Rector in leading the Vestry and in leading the congregation itself by Godly example. The Senior Warden assists the Rector in setting the agenda for Vestry meetings, and chairs Vestry meetings in the Rector's absence. The Senior Warden is always available to staffers or congregation members who may have a complaint, concern or suggestion. The Senior Warden carefully interprets the Rector's position to them and guides them as appropriate into a conversation with the Rector. In the Rector's absence from the congregation, or when there is no Rector in office, the Senior Warden is in charge of the congregation.

The Junior Warden or People's Warden

The Junior Warden (often called "the People's Warden") is elected by the Vestry from among its members. There is some variation between congregations as to what the Junior Warden's role is. Traditionally the Junior Warden was the building and grounds person. More recently some Vestries have been assigning that function to a different person and the Junior Warden has become known as the People's Warden and functions as described below. In any case, Junior Wardens should find out from the Rector what kind of role is expected in their congregation. This manual describes both roles for the Junior or People's Warden. The Junior Warden has three main roles:

Ombudsman: An ombudsman is someone who represents the interests of another by hearing and investigating concerns or complaints. That is why the Junior Warden is called "the People's Warden." He or she is someone they can go to in the expectation of confidentiality, a fair hearing, and an amicable solution to heartfelt concerns. The Junior Warden is a person with a ready ear with whom to share concerns or complaints or just use as a sounding board. The Junior Warden in the role of ombudsman is a listener and a conciliator -- particularly for newer members of the congregation. However, the People's Warden isn't a dumping ground for trivial matters or petty complaints. Nor is the Junior Warden the "designated listener" in some sort of a congregation hierarchy wherein one must "go through proper channels." The Rector, Wardens, and Vestry Members, all share in the leadership responsibility to be accessible by any member of the congregation.

1) Buildings and Grounds:

- 1) The principal role of the Junior Warden in terms of time commitment is oversight of the congregation buildings and grounds. The Junior Warden is the person to whom the Rector or Congregation Administrator would go for repairs, maintenance, and grounds upkeep or to whom anyone may point out a maintenance problem. The Junior Warden doesn't necessarily do the repairs or maintenance but oversees things being done properly. The Junior Warden may gather and organize volunteers for building and grounds beautification (i.e. clean-up, planting flowers, painting, etc.).

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

- 2) When a congregation occupies rented space, the role of the Junior Warden changes somewhat, because maintenance and repairs are usually taken care of by the owner of the building. Nonetheless, the Junior Warden will be in charge of resolving the minor issue and concerns about the facility (burned out light bulbs, clean-up days, trash collection, etc.) and if the facility is one that is shared with others the Junior Warden may be responsible for the necessary cycles of set-up and take-down. Other space-related needs a Junior Warden may attend to in such a congregation could include arranging other facilities for various functions such as large funerals, weddings, meetings or social events. In all these cases the Junior Warden is usually coordinating with and among the Rector, the Congregation Administrator, and volunteers.

Second Vice President of the Corporation: The Junior Warden is the Second Vice President of the corporation. As such the Junior Warden assists the Rector and the Senior Warden in leading the Vestry and in leading the congregation itself by Godly example. In the absence of both the Rector and the Senior Warden, the Junior Warden is responsible for the congregation, acting in the place of the Senior Warden as President of the Corporation.

SECTION Y: GUIDELINES FOR THE USE OF SOCIAL MEDIA

The Anglican Diocese of San Joaquin (ADSJ) promotes the use of social media by clergy, lay ministers and employees, in a manner worthy of being image-bearers of God and ministers of the Gospel of Jesus Christ. To this end, the ADSJ has adopted the ACNA's Christian Code of Ethics for Social Media, and expects ADSJ clergy, lay ministers and employees to abide by these guidelines.

A CHRISTIAN CODE OF ETHICS FOR USING SOCIAL MEDIA

The following is a simple code of ethics for the follower of Jesus to consider before one clicks the "send" button. Even in cyberspace we are witnesses for Jesus Christ modeling a life which is supposed to emulate him.

1. Is it the truth?

Or is it gossip, slander, or unverified hearsay? Our responsibility is to speak truth, yet speak it in love (Ephesians 4:15). Why is it my responsibility to speak this truth, or to be judge and jury? What gives me the right to write this or post this?

2. Have I talked to the person before I talked about the person?

There is a difference between writing about what someone has said or done and writing about the person. It is easy to speak out of our own anger and emotional needs without going to the person first. As followers of Jesus, it is not right to say anything about another person unless it is flowing from God's love within us, and he has given us a process to do this – Matthew 18:15-20.

3. Will it benefit all concerned?

This is what love does. Speaking truth to another can bring benefit and repentance, but slander, hatred, and meanness bring destruction, hurt, and divisiveness in the Body.

The Scriptures exhort us to avoid these kinds of things. Colossians 4:6 – Let your speech always be gracious, seasoned with salt; Ephesians 4:31 – Let all bitterness and wrath and anger and clamor and slander be put away from you, along with all malice. Be kind to one another, tenderhearted, forgiving each other as God in Christ has forgiven you.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

4. Do my words and the spirit in which I am speaking reflect Jesus Christ?

As followers of his, this is what our mission is about – sharing Jesus Christ so that others may worship Him, too. Can people see Jesus in my comments, pictures, and online activity? Do they see the fruit of the Holy Spirit being manifest in my words? 1 Corinthians 5:14 – It is the love of Christ which compels us. Am I reflecting the aroma of Christ?

5. Will I have to confess what I have written as sin?

If so, then why write it or post it? Flee the temptation to sin.

SECTION Z: DIOCESAN TRAVEL AND EXPENSE **REIMBURSEMENT GUIDELINES**

Purpose

The purpose of these guidelines is to:

- a) Describe the types of travel and related expenditures made on behalf of diocesan affairs that are reimbursable by the Anglican Diocese of San Joaquin (ADSJ).
- b) Inform diocesan employees and authorized representatives of their responsibilities to control expenses related to diocesan affairs.
- c) Describe the process for an employee or authorized representative to file and obtain travel expenses and reimbursement.

Overview

This guide is intended to aid the travelers and diocesan leadership by setting forth guidelines and reporting requirements related to ADSJ expectations and IRS regulations.

All travelers and leaders bear responsibility for cost-effective diocesan travel.

While these guidelines are intended to be comprehensive, it is impossible to anticipate every situation encountered by a traveler. The traveler is expected to apply these guidelines on a conservative basis, consistent with normal living standards and, where the guidelines are silent, to exercise good judgment in the use of funds.

General Travel Guidelines

It is the ADSJ's standard to reimburse employees and designated representatives for all expenses necessary, reasonable and actually incurred when traveling on authorized diocesan business.

Travel expenses must be properly documented and approved on a Diocesan Check Request Form. It is each person's responsibility to adhere to the guidelines when involved with expenditures on behalf of the diocese. Further, it is the responsibility of the Diocesan Office to be familiar with the reason for the expenditures and to be satisfied that they have been reported in a manner consistent with the recognized guidelines.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

Travelers are expected to:

- a) Exercise good judgment with respect to expenses.
- b) Spend the diocese's money as carefully and judiciously as they would their own.
- c) Report all expenses and advances promptly and accurately with required documentation.

Procedures

1) Air Travel

All diocesan representatives traveling via air carrier must utilize Lowest Fare Routing (LFR). LFR is quoted logical lowest fare for the business trip, which will (where possible):

- a) Provide cost savings for the round trip air ticket.
- b) Result in a reasonable layover time.
- c) Require no more than one interim stop each way.

Exceptions to these guidelines will be allowed with approval by the Diocesan Office so that additional cost is authorized.

International air travel outside of the U.S. and to overseas locations will be by LFR.

All travel reservations should be made as far in advance as possible to take advantage of available discounted airfares.

Travel agent fees will not be reimbursed unless prior approval is given.

Business and First Class travel is not allowed unless it is at the traveler's expense. Travelers who are enrolled in airline incentive programs are permitted to utilize their personal upgrades along with the ADSJ booking of the lowest available fare.

Reasonable stopovers enroute may be approved provided that:

- a) They do not interfere or adversely affect achievement of the desired travel objective.
- b) They do not result in any significant loss of regular work time (for Diocesan employees).
- c) The travel expense claimed from the Diocese does not exceed either the actual cost, or the cost of the applicable air fare between the place of departure and the business destination, whichever is the lesser.
- d) Approval must be obtained in advance from the Diocesan Office.

Section Z: DIOCESAN TRAVEL AND EXPENSE REIMBURSEMENT GUIDELINES

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

If such a stopover is made, the ADSJ, assumes no responsibility or liability of any kind for any actions or activities during or occasioned by the stopover.

Airline tickets are considered legal tender. Submit any unused tickets or portions of tickets for credit to the ticket issuer, and ensure the credit is reported when submitting the check request to the diocese for reimbursement.

Employees and authorized diocesan representatives will be required to submit all diocesan paid airfare receipts incurred while traveling. Used airline tickets should be attached to your check request.

2) Car Rental

Prior authorization from the Diocesan Office is required in order to rent a car.

All travelers should follow the listed guidelines:

Number of Travelers	<u>Class of Car</u>
1-2	Compact
3	Intermediate
4-5	Full Size or Wagon

Insurance should be purchased from the rental agency. All drivers must hold a valid driver's license or a car may not be rented.

Car rentals are generally the most expensive mode of transportation and should only be used when the nature of the trip or the locations of the customer being visited is such that the use of local transportation (i.e. Uber or Lyft) is not practical or would be more expensive.

3) Personal Auto

An automobile personally owned by an employee and authorized for business use will be compensated when actually driven for such purpose and will be reimbursed a fixed amount using the current IRS business-use allowance per mile. Mileage must be fully documented as to date, starting location, ending location, persons visited, the business purpose, and the business miles.

4) Taxis

Taxis should be used when other reasonable and less expensive forms of transportation are not readily available. In traveling away from home, overnight living accommodations should to the extent practicable, be selected so as to eliminate or minimize the need to use taxis or other local transportation. When taxis are used, they should be shared to the maximum extent possible by people traveling together on diocesan business. A receipt for the fare charged must be obtained by the taxi driver.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

5) Hotels

At the time the hotel reservations are made, the best available rate with reasonable quality accommodations, at the most convenient location, will be obtained. Upon arrival, the traveler should verify that the rate that is shown on the itinerary is the rate they receive.

6) Meals

Meals (including tips) can be reimbursed up to a daily flat rate of \$75. Receipts are required.

7) Receipts (Proof of Payment)

Receipts for all expenditures must be submitted. Reimbursement will not be given without a receipt.

Clergy and Lay Responsibilities

- 1) Use good judgment when incurring business expenses. Consider less expensive alternatives to a trip such as conference calls or streaming talks and workshops.
- 2) Submit check requests within 14 days after travel for trips requiring air and/or overnight travel and no later than 30 days after travel was completed. Check requests must be submitted within the same calendar year that the travel occurred.
- 3) Advanced purchases of airline tickets may be submitted for reimbursement if the credit card invoice is received before the trip.
- 4) Provide accurate actual expense details on the check request. All required fields must be completed and original receipts provided (or scanned copies of originals).
- 5) Receipts must identify the name of establishment, date, actual amount incurred, description, and receipt of payment. Missing receipts require exception approval.
- 6) Whenever possible, schedule travel a minimum of 21 days in advance.
- 7) Repay diocesan amounts due promptly upon request, if applicable.
- 8) Exception approval is required if expenses are not clearly in accordance with the guidelines. Any of these conditions require exception approval:
 - a. Unusual expense
 - b. Expense could possibly appear to be inappropriate
 - c. Expense exceeds guidelines
 - d. Expense reports not submitted in a timely manner
 - e. Inadequate/missing receipt

Section Z: DIOCESAN TRAVEL AND EXPENSE REIMBURSEMENT GUIDELINES

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

- 9) Exception approval consists of signature normally required plus the signature of the Bishop or Diocesan Treasurer.

Diocesan Office Responsibilities

- 1) Carefully review all expense reports when received.
- 2) Ensure all expenses are reasonable, in support of diocesan goals, and in accordance with diocesan guidelines. Items not considered reimbursable should be brought to the attention of each person requesting reimbursement prior to being submitted to accounting.
- 3) Pre-approve special expenditures such as car rentals, special event registrations, or additional expenses related to official business (Bishop and/or Treasurer's approval required.)
- 4) Cost effective management of business expenses.
- 5) Return all check requests requiring additional substantiation.
- 6) Bookkeeper should review expense reports for appropriate cost center codes, the approving staff's signature and calculation accuracy.
- 7) Checks should be issued to the traveler within seven (7) business days after the submitted check request is approved.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

ACKNOWLEDGEMENTS

We gratefully acknowledge the Diocese of Western Anglicans and their generosity in sharing their Rectors and Wardens manual with the Anglican Diocese of San Joaquin, which saved us many hours in producing this manual.

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

CONTACT INFORMATION

The Anglican Diocese of San Joaquin

1300 E. Shaw Ave. #123

Fresno, California 93710

(559) 244-4828

bishop@dioceseofsanjoaquin.net

receptionist@dioceseofsanjoaquin.net

administrator@dioceseofsanjoaquin.net

The Right Reverend Doctor Eric Vawter Menees
Ordinary of the Diocese

Website: www.dioceseofsanjoaquin.net

The Anglican Diocese of San Joaquin is a member of the
Anglican Church in North America

Rectors and Wardens Manual

Anglican Diocese of San Joaquin

Anglican Church in North America

APPENDICES

1. Clergy Employment Letter of Agreement/Ministry Description - *Sample*
2. Other Ministry Description - *Samples*
3. Application for Marriage after a Divorce
4. Sample Monthly Report and Cover Form
5. Sermon Evaluation Form - *Sample*
6. Lease Agreement – *Sample*
7. Parish Facility Use Agreement- *Sample*
8. Sexual Misconduct Prevention - *Essential Resources*
 - a. Sexual Harassment awareness training
 - b. Prevention of Abuse of Children and Youth overview
 - c. MinistrySafe online child safety system overview
 - d. Live Scan (fingerprinting) overview
 - e. Suspected Abuse Reporting overview
 - f. Mandated Reporter Form - SS 8572
 - g. Table Summarizing Background Checks and Trainings
9. Housing Resolution Template

Appendix 1

RECTOR OF

[CHURCH NAME AND CITY]

VISION STATEMENT OF THE DIOCESE OF SAN JOAQUIN: “To Be An Apostolic Community, Under Authority, That Brings People To Jesus Christ.”

MISSION STATEMENT OF THE DIOCESE OF SAN JOAQUIN: “As the Anglican Diocese of San Joaquin We Will Call and Equip Laity and Clergy to Bring People to and Disciple Them in a Saving Relationship with Jesus Christ.”

RECTOR’S MINISTRY PURPOSE: To represent Jesus Christ as a minister of the Diocese of San Joaquin among all people, both inside and outside of the Church, but especially among the body of believers in the Diocese of San Joaquin, and specifically at [CHURCH NAME]. The Rector is called to serve all people, incarnating the same humble character and attitude that Jesus demonstrated and taught His disciples in the Holy Scriptures (Matt. 20: 25-27, John 13: 12-17).

MINISTRY RESPONSIBILITIES: The Rector will assist the Bishop, the Vestry and leadership in ministering by being: Responsible for offering servant leadership and collaborating with the Vestry with regard to all areas of ministry at [CHURCH NAME].

- Responsible for faithfully teaching the Word of God and administering the sacraments of the church.
- Responsible for providing pastoral care and the administration of the sacraments to homebound, the ill, and the dying in the congregations.
- Responsible for planning, preparing, and executing all worship services and, in fraternal consultation with the Vestry, implementing the mode and manner of worship consistent with the rubrics and practices of the Book of Common Prayer and the Anglican Church in North America.
- Responsible for catechizing the congregations, those seeking to learn more about the Christian faith, and those aspiring to receive the sacraments of the Church.
- Responsible for overseeing and exercising stewardship, in collaboration with the Vestry, over the resources of the church and all financial matters at [CHURCH NAME].
- Responsible for working closely fraternally with the Rector’s Warden and People’s Warden in the administration of the congregation’s temporal affairs.
- Responsible for providing servant leadership to the Vestry in developing and implementing a strong Mission and Vision for ministry in [CITY].
- Responsible for providing and overseeing outreach to the community, sharing the saving message of the Gospel of Jesus Christ to all people of goodwill, and witnessing the Christian faith through works of charity and compassion to all those in need.

Appendix 1

ACCOUNTABILITY

- The Rector will be responsible to the Bishop of the Diocese of San Joaquin primarily, and serves at the pleasure of the Bishop.
- The Rector will demonstrate servant leadership in this ministry leading by example.
- The Rector will follow his ordination vows, all canons of the Diocese of San Joaquin and the Anglican Church in North America.
- The Rector will submit to at least one year of mentorship as directed by the Bishop.
- The Rector will have a six-month review in [Month/Year] and then an annual review in [Month] of each succeeding year.

REMUNERATION This is a full-time ministry position – with a total package of \$_____.

1. Total Package will be divided as follows:
 - a. Salary = \$_____
 - b. Housing = \$_____
 - c. Insurance – Medical, Dental Supplemental = \$_____
 - d. Pension – ACNA Pension Plan = \$_____
2. The Rector will be afforded [NUMBER] weeks' annual paid vacation.
3. The Rector will be afforded up to one week of continuing education, which shall not include Sunday's unless approved by the Vestry in advance.

WHAT IS EXPECTED A Rector IN THE DIOCESE OF SAN JOAQUIN:

WORK SABBATH TIME: The Rector will set a healthy blend of work and rest.

- The Rector will take one and one half days of rest each week
- The Rector will post and maintain regular office hours.
- The Rector will be available for emergency pastoral calls or in his absence assure that another priest in the Diocese of San Joaquin is “on call.”
- The Rector will meet regularly with and disciple the leadership of the congregation.

Appendix 1

PERSONAL SPIRITUAL LIFE: The Rector will be a faithful Christian man, in both word and deed, in accordance with the precepts for Christian leadership outlined in Holy Scripture. As such, he should have the following attributes:

- If married, be a faithful marriage partner and if single, be faithfully celibate, actively supporting the Scriptural mandate for personal holiness.
- If blessed with children, be a faithful parent whose heart is turned toward the children in both affection and practical matters, such as time and attention.
- A man of deep commitment to Jesus Christ in all matters, all decisions and all arenas of life.
- A man of deep prayer whose prayer life can be a model for our Church members.
- A man who possesses the humility when he is in error to repent and seek reconciliation on a regular basis.
- A man who possesses an ongoing discipline of personal Scriptural study, the praying of the Daily Office, regular participation in the sacraments (including regular reception of Holy Eucharist), and loving submission to the authority of the Bishop of San Joaquin as a spiritual father and the chief shepherd of the Church in the Diocese of San Joaquin.

THEOLOGICAL PERSPECTIVE

- A Rector in the Diocese of San Joaquin will be an individual who freely acknowledges the Lordship of Jesus Christ and will yield to Him as Head of His Church. The crucial role of the Leader in this position requires an individual fully yielded to the Lordship of Jesus Christ through the indwelling power of the Holy Spirit.

Dated _____

Signed _____

The Rev. _____

Signed _____

The Rt. Rev. Dr. Eric Menees

Appendix 2a

MINISTRY DESCRIPTION ~ RECTOR'S WARDEN

[CHURCH NAME AND CITY]

VISION STATEMENT OF THE ANGLICAN DIOCESE OF SAN JOAQUIN: “To be an Apostolic Community, Under Authority, that Brings People to Jesus Christ.”

MISSION STATEMENT OF THE ANGLICAN DIOCESE OF SAN JOAQUIN: “As the Anglican Diocese of San Joaquin We Will Call and Equip Laity and Clergy to Bring People to and Disciple Them in a Saving Relationship with Jesus Christ.”

MINISTRY PURPOSE: To represent Jesus Christ as a minister of ENTER CHURCH NAME among all people, both inside and outside of the Church. The Rector's Warden is called to serve all people, incarnating the same humble character and attitude that Jesus demonstrated and taught His disciples in the Holy Scriptures (Matt. 20: 25-27, John 13: 12-17).

MINISTRY RESPONSIBILITIES: The Rector's Warden will assist the Bishop and Rector in ministry at ENTER CHURCH NAME by being:

- Assisting the Rector with all areas of ministry at ENTER CHURCH NAME.
- Serve as the Rector's advocate among the Vestry and in the congregation.
- Lead the Vestry Meeting in the absence of the Rector.
- Act as Rector's representative to all commissions and committees.
- Responsible keeping up to date on all financial matters at ENTER CHURCH NAME.

ACCOUNTABILITY

- The Rector's Warden will be responsible to the Rector of ENTER.
- The Rector's Warden will make a monthly written report to the Vestry monthly.
- Monthly meeting with the Rector.

WHAT IS EXPECTED OF THE RECTOR'S WARDEN:

PERSONAL SPIRITUAL LIFE: The person filling this ministry will be a faithful Christian person, in both word and deed, in accordance with the precepts for Christian leadership outlined in Holy Scripture. As such, she/he should have the following attributes:

- If married, be a faithful marriage partner and if single, be faithfully celibate, actively supporting the Scriptural mandate for personal holiness.
- If blessed with children, be a faithful parent whose heart is turned toward the children in both affection and practical matters, such as time and attention.
- A man or woman of deep commitment to Jesus Christ in all matters, all decisions and all arenas of life.
- A man or woman of deep prayer whose prayer life can be a model for our Church members.
- A man or woman who possesses the humility when he is in error to repent and seek reconciliation on a regular basis.
- A man or woman who possesses an ongoing discipline of personal Scriptural study.

THEOLOGICAL PERSPECTIVE: The Rector's Warden will be an individual who freely acknowledges the Lordship of Jesus Christ and will yield to Him as Head of His Church. The crucial role of the Leader in this position requires an individual fully yielded to the Lordship of Jesus Christ through the indwelling power of the Holy Spirit.

Dated _____

Printed Name _____

Signed _____

Signed _____

The Rt. Rev. Dr. Eric Menees

Appendix 2b

MINISTRY DESCRIPTION ~ PEOPLE'S WARDEN

ENTER CHURCH NAME AND CITY HERE

VISION STATEMENT OF THE ANGLICAN DIOCESE OF SAN JOAQUIN: “To be an Apostolic Community, Under Authority, that Brings People to Jesus Christ.”

MISSION STATEMENT OF THE ANGLICAN DIOCESE OF SAN JOAQUIN: “As the Anglican Diocese of San Joaquin We Will Call and Equip Laity and Clergy to Bring People to and Disciple Them in a Saving Relationship with Jesus Christ.”

PEOPLE'S WARDEN MINISTRY PURPOSE: To represent Jesus Christ as a minister of ENTER CHURCH NAME among all people, both inside and outside of the Church. The People's Warden is called to serve all people, incarnating the same humble character and attitude that Jesus demonstrated and taught His disciples in the Holy Scriptures (Matt. 20: 25-27, John 13: 12-17).

MINISTRY RESPONSIBILITIES: The People's Warden will assist the Rector in ministry at ENTER CHURCH NAME by being:

- Serve as the advocate of the members of ENTER CHURCH NAME among the Vestry and in the congregation.
- Assisting the Rector with all areas of ministry at ENTER CHURCH NAME.
- Lead the Vestry Meeting in the absence of the Rector or Rector's Warden.
- Act as the people's representative to all commissions and committees.
- Be regularly available for the congregation to communicate with.

ACCOUNTABILITY

- The People's Warden will be responsible to the Rector of ENTER CHURCH NAME.
- The People's Warden will make a monthly written report to the Vestry and to be shared with the congregation via a newsletter.

WHAT IS EXPECTED OF THE PEOPLE'S WARDEN:

PERSONAL SPIRITUAL LIFE: The person filling this ministry will be a faithful Christian person, in both word and deed, in accordance with the precepts for Christian leadership outlined in Holy Scripture. As such, she/he should have the following attributes:

- If married, be a faithful marriage partner and if single, be faithfully celibate, actively supporting the Scriptural mandate for personal holiness.
- If blessed with children, be a faithful parent whose heart is turned toward the children in both affection and practical matters, such as time and attention.
- A man or woman of deep commitment to Jesus Christ in all matters, all decisions and all arenas of life.
- A man or woman of deep prayer whose prayer life can be a model for our Church members.
- A man or woman who possesses the humility when he is in error to repent and seek reconciliation on a regular basis.
- A man or woman who possesses an ongoing discipline of personal Scriptural study.

THEOLOGICAL PERSPECTIVE: The People's Warden will be an individual who freely acknowledges the Lordship of Jesus Christ and will yield to Him as Head of His Church. The crucial role of the Leader in this position requires an individual fully yielded to the Lordship of Jesus Christ through the indwelling power of the Holy Spirit.

Dated _____

Printed Name _____

Signed _____

Signed _____

The Rt. Rev. Dr. Eric Menees

MINISTRY DESCRIPTION ~ ADMINISTRATION

ENTER CHURCH NAME AND CITY

VISION STATEMENT OF THE ANGLICAN DIOCESE OF SAN JOAQUIN: “To be an Apostolic Community, Under Authority, that Brings People to Jesus Christ.”

MISSION STATEMENT OF THE ANGLICAN DIOCESE OF SAN JOAQUIN: “As the Anglican Diocese of San Joaquin We Will Call and Equip Laity and Clergy to Bring People to and Disciple Them in a Saving Relationship with Jesus Christ.”

MINISTRY PURPOSE: To represent Jesus Christ as a minister of ENTER CHURCH NAME among all people, both inside and outside of the Church. The Minister of Administration is called to serve all people, incarnating the same humble character and attitude that Jesus demonstrated and taught His disciples in the Holy Scriptures (Matt. 20: 25-27, John 13: 12-17).

MINISTRY RESPONSIBILITIES: The Administrator will assist the Rector in ministry at ENTER CHURCH NAME by:

- By serving the people of the congregation by assisting the Rector with the weekly administration of the church.
- By identifying and equipping people to staff the office to answer phones, be present for visitors and help with office work.
- By serving as the Clerk of the Vestry - taking and distributing the minutes of the meetings or equipping others to take and distribute the minutes.
- By signing legal agreements when necessary in discussion with the Rector.
- By being accountable to the Rector and Vestry, reporting each month on what has happened during the past month and progress on projects.
- By communicating with the Bishop's Office information to update ENTER CHURCH NAME'S website.

ACCOUNTABILITY

- The Administrator will be responsible to the Rector of ENTER CHURCH NAME.
- The Administrator will make a monthly written report to the Vestry & shared with the congregation via a newsletter as appropriate.

**WHAT IS EXPECTED OF THE PERSON RESPONSIBLE FOR
ADMINISTRATION:**

PERSONAL SPIRITUAL LIFE: The person filling this ministry will be a faithful Christian person, in both word and deed, in accordance with the precepts for Christian leadership outlined in Holy Scripture. As such, she/he should have the following attributes:

- If married, be a faithful marriage partner and if single, be faithfully celibate, actively supporting the Scriptural mandate for personal holiness.
- If blessed with children, be a faithful parent whose heart is turned toward the children in both affection and practical matters, such as time and attention.
- A man or woman of deep commitment to Jesus Christ in all matters, all decisions and all arenas of life.
- A man or woman of deep prayer whose prayer life can be a model for our Church members.
- A man or woman who possesses the humility when he is in error to repent and seek reconciliation on a regular basis.
- A man or woman who possesses an ongoing discipline of personal Scriptural study.

THEOLOGICAL PERSPECTIVE: The Minister of Administration will be an individual who freely acknowledges the Lordship of Jesus Christ and will yield to Him as Head of His Church. The crucial role of the Leader in this position requires an individual fully yielded to the Lordship of Jesus Christ through the indwelling power of the Holy Spirit.

Dated _____

Printed Name _____

Signed _____

Signed _____

The Rt. Rev. Dr. Eric Menees

Appendix 2d

MINISTRY DESCRIPTION ~ PASTORAL CARE

ENTER CHURCH NAME AND CITY HERE

VISION STATEMENT OF THE ANGLICAN DIOCESE OF SAN JOAQUIN: “To be an Apostolic Community, Under Authority, that Brings People to Jesus Christ.”

MISSION STATEMENT OF THE ANGLICAN DIOCESE OF SAN JOAQUIN: “As the Anglican Diocese of San Joaquin We Will Call and Equip Laity and Clergy to Bring People to and Disciple Them in a Saving Relationship with Jesus Christ.”

MINISTRY PURPOSE: To represent Jesus Christ as a minister of ENTER CHURCH NAME HERE among all people, both inside and outside of the Church. The Minister for Pastoral Care is called to serve all people, incarnating the same humble character and attitude that Jesus demonstrated and taught His disciples in the Holy Scriptures (Matt. 20: 25-27, John 13: 12-17).

MINISTRY RESPONSIBILITIES: The Minister for Pastoral Care will assist the Rector in ministry at ENTER CHURCH NAME HERE by:

- By serving the people of the congregation by assisting the Rector with the ministry of pastoral care.
- By identifying and equipping people who have the spiritual gifts necessary for pastoral care.
- By being trained as a member of the Order of St. Luke and assisting others to be trained.
- By being available to visit parishioners in hospitals, care facilities and their homes.
- By being accountable to the Rector and Vestry, reporting each month on what has happened during the past month and progress on projects.
- By communicating with the Rector when you learn of members of the congregation in need of pastoral care.

ACCOUNTABILITY

- The Minister for Pastoral Care will be responsible to the Rector of ENTER CHURCH NAME.

Appendix 2d

- The Minister for Pastoral Care will make a monthly written report to the Vestry & shared with the congregation via a newsletter as appropriate.

WHAT IS EXPECTED OF THE PERSON RESPONSIBLE FOR PASTORAL CARE:

PERSONAL SPIRITUAL LIFE: The person filling this ministry will be a faithful Christian person, in both word and deed, in accordance with the precepts for Christian leadership outlined in Holy Scripture. As such, she/he should have the following attributes:

- If married, be a faithful marriage partner and if single, be faithfully celibate, actively supporting the Scriptural mandate for personal holiness.
- If blessed with children, be a faithful parent whose heart is turned toward the children in both affection and practical matters, such as time and attention.
- A man or woman of deep commitment to Jesus Christ in all matters, all decisions and all arenas of life.
- A man or woman of deep prayer whose prayer life can be a model for our Church members.
- A man or woman who possesses the humility when he is in error to repent and seek reconciliation on a regular basis.
- A man or woman who possesses an ongoing discipline of personal Scriptural study.

THEOLOGICAL PERSPECTIVE: The Minister for Pastoral Care will be an individual who freely acknowledges the Lordship of Jesus Christ and will yield to Him as Head of His Church. The crucial role of the Leader in this position requires an individual fully yielded to the Lordship of Jesus Christ through the indwelling power of the Holy Spirit.

Dated _____

Printed Name _____

Signed _____

Signed _____

The Rt. Rev. Dr. Eric Menees

Appendix 2e

MINISTRY DESCRIPTION ~ WORSHIP

ENTER CHURCH NAME AND CITY HERE

MISSION STATEMENT OF THE DIOCESE OF SAN JOAQUIN: “To Lead An Apostolic Community, Under Authority, That Brings People To Jesus Christ.”

MINISTRY PURPOSE: To represent Jesus Christ as a minister of ENTER CHURCH NAME among all people, both inside and outside of the Church. The Minister for Worship is called to serve all people, incarnating the same humble character and attitude that Jesus demonstrated and taught His disciples in the Holy Scriptures (Matt. 20: 25-27, John 13: 12-17).

MINISTRY RESPONSIBILITIES: The Minister for Worship will assist the Rector in ministry at ENTER CHURCH NAME:

- By serving the people of the Congregation by working in conjunction with the Rector by organizing:
 - i. The overhead power point and/or booklet insert for liturgy and music.
 - ii. Overseeing the monthly scheduling of servers and publishing that list.
 - iii. The training of altar servers.
- By identifying and equipping other members of the congregation to assist you in this ministry.
- By being accountable to the Rector and Vestry, reporting each month on projects completed and that need to be completed.
- By advocating for appropriate funding of the ministry.

ACCOUNTABILITY

- The Minister for Worship will be responsible to the Rector of ENTER CHURCH NAME.
- The Minister for Worship will make a monthly written report to the Vestry & shared with the congregation via a newsletter.

Appendix 2e

WHAT IS EXPECTED OF THE PERSON RESPONSIBLE FOR WORSHIP:

PERSONAL SPIRITUAL LIFE: The Minister for Worship will be a faithful Christian person, in both word and deed, in accordance with the precepts for Christian leadership outlined in Holy Scripture. As such, she/he should have the following attributes:

- If married, be a faithful marriage partner and if single, be faithfully celibate, actively supporting the Scriptural mandate for personal holiness.
- If blessed with children, be a faithful parent whose heart is turned toward the children in both affection and practical matters, such as time and attention.
- A man or woman of deep commitment to Jesus Christ in all matters, all decisions and all arenas of life.
- A man or woman of deep prayer whose prayer life can be a model for our Church members.
- A man or woman who possesses the humility when he is in error to repent and seek reconciliation on a regular basis.
- A man or woman who possesses an ongoing discipline of personal Scriptural study.

THEOLOGICAL PERSPECTIVE: The Minister for Worship will be an individual who freely acknowledges the Lordship of Jesus Christ and will yield to Him as Head of His Church. The crucial role of the Leader in this position requires an individual fully yielded to the Lordship of Jesus Christ through the indwelling power of the Holy Spirit.

Dated _____

Printed Name _____

Signed _____

Signed _____

The Rt. Rev. Dr. Eric Menees

MINISTRY DESCRIPTION ~ BUILDINGS & GROUNDS

ENTER CHURCH NAME AND CITY

VISION STATEMENT OF THE ANGLICAN DIOCESE OF SAN JOAQUIN: “To be an Apostolic Community, Under Authority, that Brings People to Jesus Christ.”

MISSION STATEMENT OF THE ANGLICAN DIOCESE OF SAN JOAQUIN: “As the Anglican Diocese of San Joaquin We Will Call and Equip Laity and Clergy to Bring People to and Disciple Them in a Saving Relationship with Jesus Christ.”

MINISTRY PURPOSE: To represent Jesus Christ as a minister of ENTER CHURCH NAME among all people, both inside and outside of the Church. The Minister for Building and Grounds is called to serve all people, incarnating the same humble character and attitude that Jesus demonstrated and taught His disciples in the Holy Scriptures (Matt. 20: 25-27, John 13: 12-17).

MINISTRY RESPONSIBILITIES: The Minister for Buildings and Grounds will assist the Rector in ministry at ENTER CHURCH NAME by:

- By serving the people of the Congregation by maintaining the beauty, safety and functionality of the grounds and plant.
- By identifying and equipping other members of the congregation to assist you.
- By being accountable to the Rector and Vestry, reporting each month on projects completed and that need to be completed.
- By advocating for appropriation funding of the ministry.
- Be regularly touring the facilities to make sure all is well and ready for Sunday worship.

ACCOUNTABILITY

- The Minister for Buildings and Grounds will be responsible to the Rector of ENTER CHURCH NAME.
- The Minister for Buildings and Grounds will make a monthly written report to the Vestry and shared with the congregation via a newsletter.

WHAT IS EXPECTED OF THE PERSON RESPONSIBLE FOR BUILDINGS AND GROUNDS:

PERSONAL SPIRITUAL LIFE: The person filling this ministry will be a faithful Christian person, in both word and deed, in accordance with the precepts for Christian

leadership outlined in Holy Scripture. As such, she/he should have the following attributes:

- If married, be a faithful marriage partner and if single, be faithfully celibate, actively supporting the Scriptural mandate for personal holiness.
- If blessed with children, be a faithful parent whose heart is turned toward the children in both affection and practical matters, such as time and attention.
- A man or woman of deep commitment to Jesus Christ in all matters, all decisions and all arenas of life.
- A man or woman of deep prayer whose prayer life can be a model for our Church members.
- A man or woman who possesses the humility when he is in error to repent and seek reconciliation on a regular basis.
- A man or woman who possesses an ongoing discipline of personal Scriptural study.

THEOLOGICAL PERSPECTIVE: The Bishop's Warden will be an individual who freely acknowledges the Lordship of Jesus Christ and will yield to Him as Head of His Church. The crucial role of the Leader in this position requires an individual fully yielded to the Lordship of Jesus Christ through the indwelling power of the Holy Spirit.

Dated _____

Printed Name _____

Signed _____

Signed _____

The Rt. Rev. Dr. Eric Menees

Appendix 3

DIOCESE OF SAN JOAQUIN
1300 E. Shaw Ave. #123
Fresno, California 93710

APPLICATION FOR CONSENT OF THE BISHOP FOR REMARRIAGE

PART I: *To be completed by any person who has been the husband or wife of any other person presently living.*

Full Name: .

Address: . City: . State: . Zip: .

Age: . Date of Birth: . Place of Birth: .

Baptized? YES / NO Confirmed? YES / NO Communicant in Good Standing?¹ YES / NO

Church/Denomination Affiliation if presently attending a church other than Anglican:

. (Check One of the Following) Presently Active Inactive

Number of Previous Marriages: .

Number of Previous Marriages that ended in Annulment or Divorce

Most Recent marriage was a Civil Ceremony or within the Church (*Specify*).

Full Name of Intended Spouse

Address: . City: . State: . Zip: .

Age: . Date of Birth: . Place of Birth: .

Baptized? YES / NO Confirmed? YES / NO Communicant in Good Standing?² YES / NO

Church/Denomination Affiliation if presently attending a church other than Anglican:

. (Check One of the Following) Presently Active Inactive

Number of Previous Marriages: .

¹ See ADSJ Canon 2.02(b)

² *Ibid.*

Appendix 3

Number of Previous Marriages that ended in Annulment or Divorce

Most Recent marriage was a Civil Ceremony or within the Church (*Specify*).

INSTRUCTIONS:

To the Applicant: Attach to this form a letter to the Bishop, addressing the questions listed below. **Please print or type your letter.** If there has been more than one previous marriage that ended in divorce or annulment, you should write a separate letter dealing with each case. Each letter is to address all of the questions. Your name should appear at the top of each page. Alongside your name please indicate which previous marriage is being described. You may include in your letter any additional information or insights which might be helpful to the Bishop as he considers your application.

If your intended spouse also has been the husband or wife of any other person presently living, your intended spouse should write a similar letter to be attached to this form. (Please note: this applies to non-Anglicans as well.)

When you have completed this form and your letter, you are to show them to your intended spouse and to discuss them in detail and in depth.

Equally important is a second discussion covering the questions answered in your letter(s) with your clergyman.

Attach a photocopy of all final decrees of divorce or annulment. What is required is only the document that verifies the final dissolution of both or either party. We do not need to see settlement arrangements.

The processing of your application may require up to 60 days. Please do not plan your wedding date prior to the granting of permission by the Bishop.

Thank you for your cooperation.

1. Describe your present relationship with Christ and His Church. How does your Christian faith influence your life, and how do you nurture it? For example, does it involve the reading of Scripture, time in prayer, and involvement in fellowship and ministry to others?
2. Why do you want to be married in the Anglican Church?
3. What do you think makes a marriage a Christian marriage?
4. When did you begin seeing your proposed marriage partner? How and where did you meet?
5. Are you sexually active with your intended spouse (yes or no)? If yes, what do you think about Biblical revelation and traditional Church teaching on the subject?
6. What will be your involvement in the Church after your wedding?

Note: If you have had more than one previous marriage, please note questions 7 through 13 require a separate response for each previous marriage. This would also apply to a cohabitation ("living together") relationship(s) outside of marriage.

7. Describe the circumstances that led to the dissolution of your former marriage, and explain what part you played in the circumstances leading to the dissolution.
8. When you became aware that your marriage was in difficulty, did you seek professional counseling (clergy, marriage counselor, psychologist, etc.)?
9. Are there any children by the former marriage? How many? Who has custody of them? How often do you see them?
10. If there are children from the former marriage, what is your intended spouse's attitude toward, and relationship to, them?
11. What continuing care and ongoing support have you been maintaining for your former spouse and children?
12. How are you providing for the spiritual nurture of any children?
13. What is your relationship with your intended spouse's extended family?
14. Finally, in what ways do you think the proposed marriage will be different from your former marriage?

Appendix 3

PART II: *To be completed by any member of the Clergy who is considering solemnizing the marriage of any person who has been the husband or wife of any other person presently living.*

Regarding the proposed marriage of _____ and _____, who
have asked me to solemnize their marriage at (location) _____, on or
after (date) _____, my recommendation to the Bishop is as follows:

(Choose one of the following)

- ☐ I believe that the proposed marriage has good prospects for being a lasting, Christian marriage, and I strongly recommend that the Bishop give his consent.
- ☐ I have some reservations about the proposed marriage, and I request the opinion and guidance of the Bishop in this case.
- ☐ I have serious reservations about the proposed marriage and submit this form primarily for the Bishop's counsel.

Further Instructions for Clergy: After the Applicant has completed Part I of this form and has returned it to you, along with his or her letter(s), please discuss the contents of these letters in detail with him or her and the intended spouse. Note particularly any areas where, in your judgment, additional counseling may be needed. This form should be sent only after the completion of two or three pre-marital counseling sessions.

In completing Part II of this form, please explain your reasons for the above recommendation in your own letter to be attached to this application. Your letter should reflect the material discussed with the couple and the answers given by those making application.

NOTE: The application will not be processed without the required cover letter attached.

When complete, send this form and the required enclosures to:

The Rt. Rev. Dr. Eric V. Menees
Anglican Diocese of San Joaquin
1300 E. Shaw Ave. #123
Fresno, CA 93710
Mark the envelope: "Marriage"

Please advise the couple that the processing of their application may require up to 60 days, and that it is inadvisable to print up or mail announcements of the proposed marriage until the Bishop's permission has been received.

Appendix 3

PART III: *To be completed by the Bishop and returned to the Clergyman.*

Consent for the proposed solemnization of marriage of

. and is hereby:

☐ Granted

☐ Withheld

Date:.

Signature of Bishop: .

Appendix 3

PART IV: *To be completed by the Clergyman and returned to the Bishop immediately following the solemnization of the marriage.*

The marriage of _____ and _____
was solemnized by me on _____ at _____
(location)
and has been duly entered in our Church Records.

Date: _____

Signature of Clergyman: _____

Appendix 4

Diocesan Reporting
for
[CHURCH NAME], [CITY]
for the month of

Reported Items:

___ Monthly Tithe Form with Sunday Attendance &
Giving

___ Tithe

___ Vestry Meeting Agenda

___ Rector's Report

___ Financials (Statement of Activities, Statement of
Financial Positions & Treasurer Notes, IRS & EDD Reporting
Quarterly)

___ Minutes from the Last Meeting

[CLERGY NAME and TITLE, Signature above]

Appendix 4

Rector's Report for [MONTH, YEAR] Vestry Meeting

Attendance

[Example: Oct. 12 – 25 (number of people)]

Tithes & Offerings

[Example: \$765.87]

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Evangelism –

- 1.
- 2.
- 3.

Discipleship –

- 1.
- 2.
- 3.

Pastoral Care –

- 1.
- 2.
- 3.

Miscellaneous/Upcoming Events

- 1.
- 2.
- 3.

SERMON EVALUATION FORM

Preacher _____ Date _____
Sermon Title _____
Scripture _____

Take sermon notes on the back to finish statements & questions below
Needs Work.....Excellent

I. Textual Faithfulness 1 2 3 4

- A. Overall, was the sermon faithful to the text?
- B. What was the main point of the sermon?

II. Instruction 1 2 3 4

- A. How did this sermon engage your mind?
- B. Were you persuaded by the sermon’s main point?

- C. Was the passage adequately explained?

III. Gospel Tone 1 2 3 4

- A. Was Christ preached in this sermon?
- B. Was the Gospel made clear as a challenge to unbelievers?
- C. Were the Gospel and its benefits preached to challenge, comfort, and encourage Christians?

IV. COMMUNICATION

A. Movement

- 1. Introduction got my attention 1 2 3 4
- 2. Introduction laid foundation for the sermon 1 2 3 4
- 3. Did sermon have clear outline? 1 2 3 4
- 4. Sense of momentum? 1 2 3 4

B. Order and Unity

- 1. Main headings developed 1 2 3 4
- 2. Organized progression to sermon 1 2 3 4
- 3. Illustrations subservient to truth 1 2 3 4
- 4. Imperatives were specific 1 2 3 4
- 5. Transitions were clear 1 2 3 4
- 6. Was the sermon unified? 1 2 3 4
- 7. Length of sermon 1 2 3 4

C. Point

- 1. Did the sermon affect you? 1 2 3 4
- 2. Was the sermon compelling? 1 2 3 4

D. Delivery

- 1. Language and vocabulary 1 2 3 4
- 2. Voice inflection/volume/clarity 1 2 3 4
- 3. Eye contact 1 2 3 4
- 4. Pulpit presence 1 2 3 4

V. Overall Evaluation of sermon

I offer the following advice and suggestions to the preacher that he might continue to grow in effectiveness as a preacher:

LEASE AGREEMENT

This Lease Agreement entered into DATE, by and between [Leasing Entity Name], a [type of entity] (hereinafter "Landlord") and [Renting Entity Name], a [type of entity] (hereinafter "Tenant"). It is agreed between the parties hereto as follows:

- 1.0 Description of Premises:** Landlord leases to Tenant and Tenant leases from Landlord certain office facilities and common areas at [Leasing Entity Name], ("Premises"). Premises specifically consists of [two offices, a storage closet and use of church campus facilities and incorporated herein by reference]. Tenant's lease of the Premises will also include [exclusive use of the adjoining parking lot area in the back where the entrance to the Fellowship Hall is located].
- 2.0 Term:** The term of this Lease shall commence on [MONTH, DAY, YEAR] and continues quarterly without need of resigning until one of the parties terminates the Lease in writing.
- 2.1 Early Termination:** Notwithstanding the provisions of this paragraph, either party may terminate this Lease Agreement for any reason, effective at the end of any particular month provided a minimum of 90 days written notice is given to other party.
- 3.0 Rent:** Rent shall be payable monthly in advance to Landlord, on or before the first day of the month at the address of the Landlord as stated in paragraph 19 of this Lease, or at such other location as Landlord may designate in writing .
- 3.1** Rent shall be paid by Tenant to Landlord in the amount of [\$XXXX] per month.
- 3.2 Default:** Upon default by Tenant under this Lease, Landlord may apply the last month's rent to satisfy Tenant's obligations under this Lease, provided that this application shall not cure the default. Immediately following the receipt of notice of this application from Landlord, Tenant shall pay to Landlord an amount equal to that applied by Landlord. Landlord agrees that at the end of the Term, or any renewal term thereafter, Landlord will refund any portion not applied.
- 3.3 Late Rent:** Unpaid rent shall become delinquent after the fifth day of the month, and late fees may be assessed at \$50.00 per day at the sole discretion of Landlord after that date. Late fees are charged retroactive to the first day of the month.
- 4.0 Utilities:**
- 4.1** Except as provided in Section 4.2 herein, Landlord shall be responsible for all utilities applicable to the Premises, including, but not limited to water, electricity, natural gas, and waste disposal.
- 4.2** Tenant shall be solely responsible for telephone and data service for its two offices on the premises. Any wiring or cabling regarding the same shall be done with the approval and consent of Landlord.
- 5.0 Use of the Premises:**
- 5.1** The Premises are to be used by Tenant to operate an Anglican parish church and no part of the premises shall be used for any different purpose.

- 5.1.1.** The Anglican parish church shall operate as an [incorporated, unincorporated, etc. entity type] and be governed by a Vestry.
- 5.2** Tenant shall have exclusive and sole use of the two (2) offices on the Premises with their own lock and keys as negotiated in the original Lease. The Landlord shall have a copy of the keys of the Tenant.
- 5.3** The current alarm system by [ALARM COMPANY NAME] shall be in working order and armed. If inactive, the Tenant shall be notified by the Landlord as soon as it is inactive.
- 5.4** Tenant shall have exclusive use of [Fellowship Hall] for worship services, fellowship, and parish assemblies and meetings from [7:00 a.m. to 5:00 p.m.] on Sundays.
- 5.5** Tenant shall have exclusive use of the Fellowship Hall or daily weekday worship services and liturgical feasts at times mutually agreeable to Landlord and Tenant. During Lent, Tenant shall have exclusive use of the Fellowship Hall for Lenten Wednesday Evening Prayer services and Friday Evening Stations of the Cross. Tenant shall also have exclusive use of the Fellowship Hall on Maundy Thursday, Good Friday, Easter Saturday, and Christmas Eve for services. Landlord and Tenant agree that they shall work cooperatively with each other regarding the scheduling of daily weekday worship, liturgical feasts, and major holidays. Tenant shall also have access to the Church Sanctuary for baptisms, weddings, funerals, memorial services, choir practices, and music rehearsals on an "as available" basis and shall schedule such use in advance with Landlord.
- 5.6** Tenant shall have access to the Hearthside Room on an "as available" basis and shall schedule such use in advance with Landlord.
- 5.7** Tenant shall have exclusive use of mutually-agreeable designated classroom or meeting room spaces on Sunday for the conduct of Christian education classes, parish committee meetings, and vestry meetings. Tenant shall, at all other times, have access to classrooms and meeting rooms on an "as available" basis and shall schedule such use in advance with Landlord.
- 5.8** Landlord shall provide Tenant with a dedicated storage closet in the Fellowship Hall for storing liturgical linens, vestments, and other liturgical items.
- 5.9** Landlord shall provide Tenant with a dedicated parking area at the rear of the church parking lot, which will be designated as the Anglican Parish parking area. This parking area shall be for the use of Tenant's staff, congregation members, and visitors on Monday thru Friday 8am to 1pm and during church services. To this end, Landlord and Tenant shall work cooperatively to implement a system for marking the separate parking areas for Landlord's and Tenant's respective staff, congregation members, and visitors.
- 5.10** Landlord shall permit Tenant, at its own expense, to place fixed monument signage on the Lincoln Street frontage of the Church campus at a location agreed upon by both parties. The Tenant shall maintain the signage.
- 5.11** Landlord and Tenant hereby agree to work cooperatively together to schedule use of shared facilities on the Premises. Landlord will maintain a master schedule for each of the common areas not subject to regular weekly use.
- 5.12** Tenant's Parish Altar Guild shall perform light cleaning (i.e., dusting of the altar, chairs and pulpit and other simple housekeeping tasks) of the Fellowship Hall, as well as prepare

Fellowship Hall for Sunday services, on Friday mornings. Tenant's Parish Altar Guild shall also be permitted to place altar linens and candles on the altar in the Fellowship Hall in preparation for worship services and shall remove and store them after services have concluded.

5.12.1 If Fellowship Hall is to be used on a Saturday, Landlord shall provide the Tenant with not less than one (1) week's prior notice of the same so as to enable Tenant's Parish Altar Guild sufficient time to schedule setup of Fellowship Hall on Sunday morning.

5.12.2 The Anglican Parish will, unless requested to clear the stage, leave it configured for worship and will draw the stage curtain each week after Sunday worship. If the stage is to be used during the week or on Saturday, Landlord will provide Tenant with three (3) day's prior notice to allow the Tenant to move the altar, pulpit, and liturgical furnishings into the wings of the stage and clear the stage for other use.

5.13 Tenant shall be permitted to use the organ in the Church Sanctuary, as well as the pianos in the Church Sanctuary (if applicable), Fellowship Hall, and the Fireside Room for approved services and events by the Landlord. If Tenant desires to use such pianos, Tenant shall be responsible for having the respective pianos tuned at its own expense.

5.14 Tenant shall be permitted to use sacramental wine during its worship services, but shall not store sacramental wine on the Premises. No other alcoholic beverages shall be stored, served, or consumed on the Premises at any time.

5.15 Tenant shall be permitted to place signage, in a form acceptable to Landlord, adjacent to the entrance of Fellowship Hall, identifying Tenant and indicating that the Sunday service occurs in Fellowship Hall.

5.16 Tenant agrees to maintain the Premises and all appurtenant areas used by Tenant in a clean and neat condition, free of debris, graffiti, and/or other defacements.

5.17 Tenant will comply with all applicable statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy or use of the Premises, and the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises.

6.0 Maintenance:

6.1 Tenant agrees to be responsible for all janitorial and general upkeep associated with its two offices on Premises (including cleaning supplies, waste disposal, light bulb replacement, and related items), as well as immediately subsequent to any use by Tenant of the common areas and during or in preparation for its use of such common areas.

6.2 Landlord agrees to be responsible for all janitorial and general upkeep associated with its offices on Premises (including cleaning supplies, waste disposal, light bulb replacement, and related items), as well as immediately subsequent to any use by Landlord of the common areas and during or in preparation for its use of such common areas.

6.3 Tenant agrees to be responsible for damage to Premises (broken windows, damaged plumbing facilities, e.g.) that arises out of the direct use by Tenant and the acts of Tenant's employees, agents, or invitees.

6.4 Except as outlined above, Landlord agrees to be responsible for all other repairs and maintenance costs connected with the Premises (roof, exterior walls, structural foundation, etc.). Landlord further agrees to be responsible for general landscaping and upkeep of grounds surrounding the Premises.

7.0 Improvements to the electrical wiring and installation of telephone and data cabling shall be done in the office to be designated as the "Church Office." Selection of the contractor to perform this improvement, as well as the plan for improving the electrical wiring and installation of cabling, shall be approved by Landlord in advance of commencing work. The cost for installing the wall shall be borne exclusively by Tenant.

7.1 Upon the conclusion of the Tenant's tenancy, Landlord agrees that Tenant shall not be obligated to remove any of the improvements made pursuant to the Section.

8 Insurance:

8.1 Tenant shall pay for and maintain throughout the life of this Lease general and automobile liability insurance with combined single limits of one million dollars (\$1,000,000) for any injuries to persons (including death therefrom) and property damage. Tenant's insurance shall specifically include coverage for incidents of sexual misconduct by its clergy, directors, officers, employees, or agents. The policy or policies shall name Landlord as an additional insured, its officers, agents, or employees.

8.2 Tenant's insurance policy or policies shall provide that this insurance will be primary with respect to any liability or claimed liability arising out of the performance of activities under this Lease and that any insurance procured by the Landlord and its officers, agents, or employees shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Such insurance may not be reduced or canceled without 30 days written notice to Landlord. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises.

8.3 Tenant will furnish Landlord with proof of insurance issued by an insurer approved by the Landlord showing the coverage to be in force and showing Landlord to be a named insured for all periods of the term. Evidence of such coverage shall be furnished prior to the commencement of any activities under this Lease. Landlord is not responsible for personal property losses suffered by Tenant or its employees or agents. Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance.

8.4 Workers' Compensation: Tenant will procure and maintain for the duration of this Lease, workers' compensation insurance against claims for injuries to the Tenant's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

9.0 Default: Each of the following shall be an event of default under this Lease:

9.1 If Tenant fails to make any payment required by the provisions of this Lease when due;

9.2 If Tenant fails within thirty (30) days after written notice to correct any breach of default of the other covenants, term, or conditions of this Lease;

- 9.3** If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; or
- 9.4** If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated as bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading or default.
- 10.0 Remedies:** Upon the occurrence of an Event of Default under this Lease by Tenant and Tenant's failure to cure timely the default, Landlord is entitled at Landlord's option to the following:
- 10.1** To reenter and take exclusive possession of the Premises;
- 10.2** To collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it becomes due;
- 10.3** To continue this Lease in force or to terminate it at any time;
- 10.4** To relet the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of Term to Tenant's continuing obligations under this Lease;
- 10.5** To take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;
- 10.6** To recover from Tenant the damages described in California Civil Code §§1951(a)(1), 1951.2(2), 1951.1(a)(3), and 1951.2(a)(4), the provisions of which are expressly made a part of this Lease;
- 10.7** To restore the Premises to the same condition as received by Tenant, or to alter the Premises to make them suitable for reletting, all at Tenant's expense; and
- 10.8** To enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.
- 11.0 Estoppel Certificate:** At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. Tenant acknowledges that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.
- 12.0 Severability:** The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

13.0 Assignment or Subletting: Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord, is void and shall be a breach of this Lease and at the option of Landlord shall terminate this Lease.

14.0 Holding Over: This Lease shall terminate without further notice at the expiration of Term or renewal term. Any holding over shall not constitute a renewal or extension.

15.0 Destruction and Condemnation:

15.1 If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises can be repaired within the sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Landlord shall proceed with repairs as necessary to the extent damages are covered by insurance, subject to a proportionate reduction in the rent, based on the extent to which the damage and repairs shall interfere with the business of Tenant on the Premises. Tenant waives the benefits of California Civil Code §§1932(2) and 1934(4). In case of a dispute between the parties with respect to these sections, the matter shall be settled by arbitration in a manner as the parties may agree upon, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

15.2 If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Landlord or Tenant may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however, have the right to claim and recover, from the condemning authority only, but not from Landlord, any amounts necessary to reimburse Tenant for the cost of removing tangible property and fixtures.

16 Miscellaneous Lease Provisions:

16.1 Indemnity. Tenant shall indemnify and hold Landlord and the other constituent organizations of the Landlord, and their officers, agents and employees, free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death therefrom) or damages to property arising out of the occupation of the Premises by Tenant or out of the making of alterations or repairs thereon, whether or not due to the actual or claimed negligence (active or passive) of Landlord, its officers, agents or employees, together with costs, expenses, and attorneys fees incurred in the defense of any action of litigation arising out of the same.

16.2 Taxes and Assessments: Tenant represents that it is a non-profit organization and that it is eligible for the welfare exemption provided in Section 2314 of the California Revenue and Taxation Code, and Tenant agrees that it will file the requisite Claim for Welfare Exemption form to maintain the tax exemption for the property. If such exemption is not obtained by Tenant during the Term or any renewal thereafter, then Tenant shall pay any taxes assessed against the Premises and any personal property located thereon (as well as any assessments relating to said Premises and personal property) allocable to the period of the lease.

16.3 Liens: Tenant shall keep the Premises and the appurtenant grounds free from any liens or stop notices arising out of any work performed, materials furnished, or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition

of such lien or stop notice, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to, cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or stop notice. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant within ten (10) days of demand, with interest at the Prime Rate, as quoted by the Bank of America.

17.0 Landlord's Right to Perform for Tenant: If Tenant fails to perform any obligation under this Lease, Landlord, after giving reasonable written notice to Tenant, shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

18.0 Notices: Any notices under this Lease shall be given by mailing the notice, postage prepaid, by certified mail, return receipt requested, to the addresses set forth as follows:

18.1 To Land lord: [Leasing Entity Name] Church
1625 N Lincoln St
Stockton CA 95204

18.2 To Tenant: St Francis Church
P.O. Box 4466
Stockton CA 95204

19.0 Legal Effect: All obligations of Tenant are expressly made conditions of this Lease, any breach of which shall, at the option of Landlord, terminate this Lease.

20.0 Titles: The titles or headings to paragraphs shall have no effect on interpretation of provisions.

21.0 Successors: The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

22.0 Waiver: The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

23.0 Entire Agreement: This Lease, together with each attached exhibit, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

24.0 Time of the Essence: Time is of the essence in the performance of Tenant's obligations under this Lease.

25.0 Subordination: This Lease, at Landlord's option, shall be subordinate to the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions; provided, however, that as to the lien of any deed of trust or mortgage, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as tenant pays the rent and observes and performs all of the provisions of

this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this Lease prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this Lease shall be deemed prior to that mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of that mortgage, deed of trust, or ground lease or the date of recording.

26.0 Governing Law: This Lease shall be governed by and construed in accordance with the law of the State of California.

LANDLORD
[Leasing Entity Name]

By: [PERSON NAME], its authorized representative

Date: _____

TENANT
[Renting Entity Name]

By: [PERSON NAME], its authorized representative

Date: _____

Appendix 7

{Parish Name} **Parish Facility Application/Use Agreement**

{Parish Address}
{Parish Phone Number}

Name of Organization _____

Applicant Representative: _____

Address: _____

Phone No. _____ Fax No. _____ Email: _____

THIS AGREEMENT, made and entered into this ____ day of _____,
20____, by and between {Parish Name} (hereafter referred to as “the Parish”), and
_____, (hereafter referred to as “User”).

Event Details and Use Charges

Event Name: _____

Event Date(s): _____

Event Time(s): _____

Set up Date and Time: _____

Event Approved by Rector? ☐ Yes ☐ No

Facilities/Accommodations

Specification of facilities to be used for the Event:

Appendix 7

Requested Donation: \$ _____

Reservation Deposit: \$ _____

Set-up Cost: \$ _____

Cleaning Cost: \$ _____

TOTAL FEES & CHARGES \$ _____

Terms and Conditions of Use

1. **Prohibited Use.** The use of Parish facilities is not open to the general public and is strictly limited to those groups, organizations, and events that do not advance viewpoints, principles or objectives contrary to the Anglican faith. To this end, use of Parish facilities must, at all times, be consistent with, and in fidelity to, religious and moral teachings and beliefs of the Anglican Church in North America and must respect the religious and liturgical character and nature of such facilities. Any use of Parish facilities that is incompatible with their religious and liturgical character is strictly prohibited. Any use of Parish facilities by an organization, group, or individual who, by word or conduct, promotes views, values, or beliefs contrary to Anglican religious and moral belief and teachings is likewise prohibited. No event or activity shall be permitted to occur at Parish facilities that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Anglican religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of the Anglican Church in North America and the Anglican Diocese of San Joaquin. The use of the Parish church, if applicable, must at all times be consistent with their sacred liturgical and ecclesial character according to the canons and ecclesial norms applicable to such facilities. The Parish Rector and the Anglican Bishop of San Joaquin shall serve as the final arbiters as to whether a particular use of Parish facilities is a prohibited use under the terms of this Agreement.

2. **Payment.** User shall deposit fifty percent (50%) of the total requested donation and costs set forth above at least thirty (30) days prior to the event date. The remainder of the requested donation and costs shall be paid in full at least ten (10) days prior to the event date.

3. **Reservation Deposit.** User must pay a _____dollar (\$____) non-refundable reservation deposit at the time application is made. This deposit is non-refundable.

Appendix 7

4. **Religious Nature of Parish Facilities.** The religious character and nature of the Parish property must, at all times, be respected. Religious symbols and images shall not be removed, altered, or deliberately obscured and all persons entering on to the premises should be admonished to respect the religious nature of the facility. This should include requesting persons entering the facility to act appropriately in worship spaces, to refrain from disrupting private prayer or ongoing liturgies, and to treat religious objects, art and images with appropriate reverence and respect.

5. **Damage to Facilities.** User is liable for all damage to the facilities, equipment, and parish grounds, and for the safety of all guests. The User will be held responsible for all costs to repair damages exceeding normal wear and tear. The security deposit will be used to pay for such costs. Any repair or cleaning costs that exceed the amount of the security deposit will be charged to the User and collected after the event.

6. **Damages.** User shall not hold The Parish responsible or liable for damages of any kind (including, without limitation, damages for loss of business profits, advertising fees and/or promotional costs, or any other indirect, incidental, special or consequential damages) arising out of the use of or inability to use the facilities or otherwise in connection with this Agreement, including the cancellation of this Agreement by The Parish pursuant to a violation of Paragraph 1 of this Agreement, even if The Parish has been advised of the possibility of such damages.

7. **Alcoholic Beverages.**

No alcoholic beverages may be served or consumed on the premises.

8. **Cancellations.** Should User terminate this Agreement, for any reason, less than ten (10) days before the event date, the Parish shall refund all previously deposited fees by User less the non-refundable deposit paid by User. No other funds held by The Parish shall be refundable to User.

9. **Indemnification.** The Parish assumes no responsibility whatsoever for any property, supplies or equipment placed in or on the facilities by User, and the Parish is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons, property, equipment, or supplies that may be sustained during or by reason of the occupancy or use of the facility. User shall defend, indemnify, and hold the Parish harmless from and against all claim, loss, expense or damage to any person or property in or upon the facility or any area allocated to or used by User or its agents, employees, or invitees, arising out of User's use or occupancy of such facility, or any neglect of User or its servants, employees, or agents, or any change or alteration made by the User to the facility. The indemnification described herein shall pertain to the building and all common areas located around the building on the parish grounds, including, but not limited to, parking lots, driveways, worship areas, kitchen, hall areas, and restrooms.

10. **Insurance.** User agrees to maintain, in full force, during the dates of use of parish facilities and equipment, at User's expense, a policy of comprehensive liability insurance

Appendix 7

which would insure the Parish and the Anglican Bishop of San Joaquin, a corporation sole, against injury to persons, including death resulting therefrom, and property damage, from occurrences in or about the facilities or the use of or condition thereof, with a limit of no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Such insurance shall be primary and not contributing with any other insurance in effect for the additional insured Parish and Bishop and shall be evidenced by a Certificate of Insurance and an Additional Insured Endorsement issued to the Parish and the Bishop prior to the event date.

11. **Attorneys' Fees.** If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Parish, the Bishop, and the User the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parish and the User relating to the use of the Parish's facilities, services and/or equipment. Any prior agreements, promises, negotiations, representations, or course of conduct not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless in writing and signed by all parties. This Agreement does not take effect until signed by both parties.

13. **Assignment.** This Agreement may not be assigned, transferred or sublet without the expressed written consent to the Parish.

14. **Receipt of Parish Facilities Policies.** By signing below, User acknowledges the receipt of the rental policies covering the parish facilities and equipment and will ensure compliance with these rules by User or any of its agents, employees or invitees.

15. **Mandatory Mediation of Disputes.** The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the arbitration clause set forth in Paragraph 16. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written

Appendix 7

demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this Clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

16. Binding Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. The parties agree to waive, and do hereby waive, their right to trial, whether by court or by jury, as to any claim or cause of action arising, under either state or federal law, from this Agreement or from User's use of Parish facilities pursuant to this Agreement.

I, individually and on behalf the User, hereby accept all terms and conditions listed in this Agreement.

User's Authorized Representative
(Printed Name)

(Signature)

{PARISH NAME}

{Printed Name of Rector/Authorized Rep.}

***	For Office Use Only	***
Deposit Date: _____	Amt.: _____	Check #: _____

Appendix 7

Balance Pmt. Date _____	Amt. _____	Check # _____
-------------------------	------------	---------------

Appendix 8

Diocese of San Joaquin: Sexual Misconduct Prevention

Guidelines for Prevention of Abuse and Sexual Misconduct Within Congregations

Sexual Harassment Awareness Training

Clergy members and employees are expected to complete sexual harassment awareness training on a regular basis. In the state of California, employers with five or more employees are required to complete an approved training every two years. The following training is supported by the diocesan insurance provider, fulfills federal and state requirements, and is free of cost:

Above Reproach training by Kingdom One

<https://www.kingdomone.co/initiatives/above-reproach/>

CongregationU provides other sexual harassment prevention trainings that fulfill federal and state requirements: <https://congregationu.com/course-list/>.

Prevention of Abuse of Children and Youth- Overview

In an effort to create the safest possible environment for children and youth within our congregations, The Diocese has adapted and implemented the Anglican Church in North America's *Guidelines to Protect Children and Youth*. The guidelines, along with screening tools, incident reporting forms and other useful tools and resources are available on the Protect Children and Youth page of the diocesan website at the following link: <https://www.dioceseofsanjoaquin.net/protect-children--youth.html>

The *Guidelines* utilize a five-step model for prevention: 1) Screening of clergy, staff and volunteers, 2) Training on child abuse awareness, prevention and reporting, and required agreement to abide by the *Guidelines to Protect Children and Youth*, 3) Clear standards for interacting with children and youth, 4) Monitoring of youth ministries and the ministry environment, and 5) Reporting suspected incidents of abuse.

MinistrySafe- Overview

The Diocese utilizes the online MinistrySafe Child Safety System to provide the required Abuse Awareness Training and MinistrySafe background checks. Each congregation is expected to purchase a subscription in order to MinistrySafe to administer trainings and background checks for staff and volunteers. See the following instructions to purchase a subscription if your congregation does not yet have its own:

https://www.dioceseofsanjoaquin.net/uploads/1/9/3/7/19374831/ministrysafe_sign_up_information.pdf

Live Scan (Fingerprinting)- Overview

A live scan (fingerprinting) is required for clergy, staff and specific groups of volunteers (applicable to congregations in California only). The live scan form is available on the diocesan website: https://www.dioceseofsanjoaquin.net/uploads/1/9/3/7/19374831/2021_request_for_live_scan.pdf

The table found on the following page summarizes the requirements for the various trainings and background check measures.

The Diocese will monitor completion of these requirements by clergy, while rectors are responsible to ensure the required measures are conducted within their congregations.

Suspected Abuse Reporting- Overview

All adults working with youth or children shall notify the rector or responsible clergy immediately in the case of suspected inappropriate sexual behavior or advances. Should the complaint regard one of the clergy, whether rector or associate, the report shall be made to the Bishop of the Anglican Diocese of San Joaquin at 1-559-244-4828 and admin@anglicandsj.org. All clergy are, by law, mandatory reporters. Thus, any suspected incident of child abuse must be reported by clergy immediately (no later than 24 hours) to the appropriate legal authorities, either by completing and submitting the written Suspected Child Abuse Report pursuant to California Penal Code Section 11166 (form can be found at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf), or via phone call to the proper CPS authorities – whose instructions you will follow regarding further actions on your part. You can find your county’s CPS phone number, for making a verbal report, by typing this link in to your internet browser: http://www.hwcws.cahwnet.gov/countyinfo/county_contacts/hotline_numbers.asp See the [*Guidelines to Protect Children and Youth*](#) for detailed instructions.

Mandated Reporters should know¹:

Safeguards for Mandated Reporters:

- The Child Abuse and Neglect Reporting Act (CANRA) states that the name of the mandated reporter is strictly confidential, although it is provided to investigative parties working on the case.
- Under state law, mandated reporters cannot be held liable in civil or criminal court when reporting as required; however, under federal law mandated reporters only have immunity for reports made in good faith.

Failure to report:

- Failure to report concerns of child abuse or neglect is considered a misdemeanor and is punishable in California by six months in jail and/or up to a \$1,000 fine.
- California Penal Codes 11164 -11174.3 provides the complete law for reporting.

¹ Taken from: http://mandatedreporter.ca.com/images/One_Page_Sheet.pdf by the California Department of Social Services.

Sample Mandated Reporter Form – SS 8572

Print

SUSPECTED CHILD ABUSE REPORT

Reset Form

To Be Completed by **Mandated Child Abuse Reporters**

Pursuant to Penal Code Section 11166

CASE NAME: _____

PLEASE PRINT OR TYPE

CASE NUMBER: _____

A. REPORTING PARTY	NAME OF MANDATED REPORTER		TITLE		MANDATED REPORTER CATEGORY		
	REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS		Street	City	Zip	DID MANDATED REPORTER WITNESS THE INCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	
	REPORTER'S TELEPHONE (DAYTIME) ()		SIGNATURE		TODAY'S DATE		
B. REPORT NOTIFICATION	<input type="checkbox"/> LAW ENFORCEMENT <input type="checkbox"/> COUNTY PROBATION		AGENCY				
	<input type="checkbox"/> COUNTY WELFARE / CPS (Child Protective Services)						
	ADDRESS		Street	City	Zip	DATE/TIME OF PHONE CALL	
C. VICTIM One report per victim	NAME (LAST, FIRST, MIDDLE)				BIRTHDATE OR APPROX. AGE	SEX	
	ADDRESS				Street	City	
	PRESENT LOCATION OF VICTIM				SCHOOL	CLASS	
	PHYSICALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO		DEVELOPMENTALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO		OTHER DISABILITY (SPECIFY)		
	IN FOSTER CARE? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: <input type="checkbox"/> DAY CARE <input type="checkbox"/> CHILD CARE CENTER <input type="checkbox"/> FOSTER FAMILY HOME <input type="checkbox"/> FAMILY FRIEND <input type="checkbox"/> GROUP HOME OR INSTITUTION <input type="checkbox"/> RELATIVE'S HOME		TYPE OF ABUSE (CHECK ONE OR MORE) <input type="checkbox"/> PHYSICAL <input type="checkbox"/> MENTAL <input type="checkbox"/> SEXUAL <input type="checkbox"/> NEGLECT <input type="checkbox"/> OTHER (SPECIFY)		
	RELATIONSHIP TO SUSPECT				PHOTOS TAKEN? <input type="checkbox"/> YES <input type="checkbox"/> NO	DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
D. INVOLVED PARTIES	VICTIM'S SIBLINGS						
	1. NAME		BIRTHDATE	SEX	ETHNICITY		
	2. NAME		BIRTHDATE	SEX	ETHNICITY		
	VICTIM'S PARENTS/GUARDIANS						
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY		
	ADDRESS		Street	City	Zip	HOME PHONE ()	BUSINESS PHONE ()
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY		
	ADDRESS		Street	City	Zip	HOME PHONE ()	BUSINESS PHONE ()
	SUSPECT'S NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY		
ADDRESS		Street	City	Zip	TELEPHONE ()		
OTHER RELEVANT INFORMATION							
E. INCIDENT INFORMATION	IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX <input type="checkbox"/> IF MULTIPLE VICTIMS, INDICATE NUMBER: _____						
	DATE / TIME OF INCIDENT		PLACE OF INCIDENT				
	NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incidents involving the victim(s) or suspect)						

SS 8572 (Rev. 12/02)

DEFINITIONS AND INSTRUCTIONS ON REVERSE

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code Section 11169 to submit to DOJ a Child Abuse Investigation Report Form SS 8583 if (1) an active investigation was conducted and (2) the incident was determined not to be unfounded.

WHITE COPY-Police or Sheriff's Department; BLUE COPY-County Welfare or Probation Department; GREEN COPY-District Attorney's Office; YELLOW COPY-Reporting Party

CLICK FOR FULL SIZE, FILLABLE, MANDATED REPORTER FORM

CLICK FOR FORM INSTRUCTIONS



ANGLICAN DIOCESE OF SAN JOAQUIN *Trainings and Background Checks Guidelines for the Diocese of San Joaquin*

Training or Background Check Type:	Live Scan+	MinistrySafe Background Check*	MinistrySafe Abuse Awareness Training	Sexual Harassment Training	Clergy Behavioral Questionnaire
Duration of Each Session:	N/A	0.25 Hours	1.5 Hours	2.0 Hours	
Clergy Currently Canonically Resident in DSJ	1-time	3 years	3 years	1-time**	5 years
Clergy Seeking Entry into DSJ	1-time	application 3 years	3 years	1-time	5 years
Clergy Seeking License to Serve Regularly in DSJ **	1-time	application 3 years	3 years	1-time	5 years
Ordinands	1-time	Postulancy	Candidacy or earlier	Candidacy or earlier	
Wardens & Standing Committee Reps	1-time	3 years	3 years		
Diocesan and Church Staff	1-time	3 years	3 years	1-time**	
Licensed Catechists	1-time	3 years	3 years		
PLEMS, Pastoral Care Ministers		3 years	3 years		
Volunteers working with children & youth 16+ hrs/mo or 32+ hrs/year	1-time	3 years	3 years		
+ Live Scan for CA residents only.					
*A search of the National Sex Offender Registry is acceptable ONLY IF the person has ALSO completed a Live Scan. Maintain the report copy in secure file.					
**@2 years if serving at a congregation in CA with 5 or more employees. (CA State law.)					
***Verification from resident diocese accepted.					

Appendix 9

The following document is intended to be used as a template for your modification. It has been used in the past with success.

The text to be changed is in all caps, as are some parenthetical instructions that look like this: (<- CHOOSE ONE, CAPITALIZE APPROPRIATELY, AND THEN DELETE THIS PARANTHETICAL)

If you have any questions about the formatting, contact the Diocesan Office at 559-244-4828.

If you have any questions regarding the actual tax issues involved, you must consult a tax professional (CPA, tax lawyer, etc.)

Appendix 9

---DATE---

RESOLUTION

Whereas the Rev. NAME, an ordained ORDER, is TITLE at NAME OF CHURCH; and whereas NAME OF CHURCH does not provide a residence for the Rector; it is hereby resolved that the housing allowance paid to The Rev. NAME for the period January 1, 20XX, through December 31, 20XX, shall be set at an amount of \$XX,XXX, payable at \$X,XXX per month, and that it is designated as [PARSONAGE/RENTAL] and utility allowance within the meaning of that term used in Section 107 of the Internal Revenue Code of 1986, and that it does not exceed the “fair rental value” rule in 107(2).

Adopted at the [MONTH, YEAR], Vestry meeting.

Warden

Clerk of the Vestry