

**Diocese of Charleston**

**GUIDELINES FOR NON-ORDAINED RELIGIOUS IN ACTIVE MINISTRY IN THE DIOCESE OF CHARLESTON**

**Accountability**

According to the Code of Canon Law, diocesan bishops and religious superiors “must proceed through mutual consultation” when religious reside in the diocese and are engaged in active apostolic works (Can. 678, §3). Even when a pastor or other administrator contracts a religious or group of religious to serve in one or another ministry, it is presumed that the bishop is aware and is part of the “coordination” of the agreement (Can. 680)—directly or through his appropriate delegate (dean, vicar for religious, etc.).

If a retired religious comes to reside in the diocese, it is a matter of courtesy that the bishop be informed and consulted. The religious may provide occasional compensated service (talks, days of retreat, spiritual direction, or other ministry for which he or she is qualified) and is encouraged to provide volunteer service insofar as he or she is able.

**Arrangements**

The Code of Canon Law requires that there be a “written agreement” for any religious engaged in regular active ministry in the diocese (Can. 681, §2). The agreement is made between the bishop or a pastor or the principal of a diocesan school **and** the major superior of the religious order or congregation. The agreement: 1) names the religious order or congregation and the individual religious to provide the service; 2) names the ministry to be provided; 3) outlines the duties of the ministry; and 4) provides details of the “economic matters” to be agreed upon (Canon 681, §2)

(Note: Arrangements for religious who are ordained clergy are made through the Office of the Bishop and the Office of the Vicar for Priests or the Office of Diaconate, as appropriate.)

**Recommended Procedures**

1. For full-time ministries, the compensation for the religious is payable to the order or institute. It should be calculated using NACPA guidelines, considering

* Standard compensation for the position or its equivalent;
* Degrees or certification ordinarily required or recommended for the position;
* Degrees or certification earned by the individual religious being contracted;
* Years of experience which the religious brings to the position.

For teachers, the compensation should use the diocesan norm of a minimum of 80% of the salary of teachers serving in the public school district in which the school is located.

1. Benefits subsidies should be provided to full-time religious. The Diocese of Charleston prefers for religious to participate in their Order’s plans for medical insurance and retirement accounts. Common practice in such a case has been a minimal monthly contribution of $250-300 to the congregation for health insurance and a contribution toward retirement based on 5% of the annual compensation. Some entities pay the retirement once, at the end of the fiscal year, while others make a monthly contribution.
2. When housing is provided to religious compensated on NACPA or school district scales, rent may be deducted from the compensation (“salary”) paid to the religious OR the religious institute may pay rent to the parish or school. Otherwise, the religious institute is responsible to arrange housing.
3. When a vehicle is provided, lease or rental may be deducted from compensation OR the institute may pay monthly leasing fees. Otherwise, the religious institute provides a vehicle (which may be shared among multiple religious in the same ministry), and the local convent or the institute’s motherhouse receives mileage reimbursement for ministerial travel, calculated at the same rate offered to lay staff. Routine travel to and from the ministry site is excluded.
4. The diocese, parish, or school budget details anticipated revenues and expenses related to the ministry provided by the religions.
5. In the case of religious providing a part-time ministry, compensation may be a mutually agreed upon hourly rate or a flat annual fee, depending on the nature of the ministry.



**RELIGIOUS AGREEMENT**

Under the auspices of the Bishop of Charleston, a corporation sole, the following parish, school or diocesan entity (namely) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ enters into an agreement with (name of order or congregation of religious) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ that the following one of its members (name of religious sister, brother, or priest) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

will serve in the role of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the period of time commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and concluding on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

It is agreed that the person named above possesses the qualifications and credentials necessary to provide the service noted above. The order or congregation of religious agrees to provide the Diocese, parish, or school with Federal (I-9) and State (E-verify) documents for the individual named.

It is understood that the religious named above is obliged to abide by all pertinent policies, codes, pledges, and programs required of those who serve in ministerial and other positions in the Diocese of Charleston. These include, but are not limited to: background checks and safe environment training, Employee and Volunteer Pledge, Volunteer Code of Conduct, Sexual Misconduct Policy, Confidentiality Policy, and training and updating for ongoing certification and ministerial formation.

1. **Ministerial Duties and Responsibilities**

The basic duties of this position are enumerated in the attached Position Profile (Appendix A).

The religious named above is accountable to and under the direct supervision of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who will provide formal evaluations.

1. **Financial Support and Benefits**

Actual compensation is made payable to the order or religious congregation.

Compensation and benefits will be calculated according to the hours worked and the level of education and experience ordinarily required for this position. Compensation and benefits may also vary due to housing and other particular benefits provided. The terms and conditions are outlined below (Appendix B).

1. **Renewal and Termination**
2. Unless otherwise terminated pursuant to section 3-B below, this agreement will remain in effect for one year and is subject to renewal, contingent upon the needs of the entity, favorable evaluations, and mutual consent of the parties to this agreement, namely, the parish, school, or diocesan entity and the order or religious congregation.
3. This agreement may be terminated in event of one of the following:
4. A violation of the terms of the agreement and/or of any Diocesan/Parish/School policy after consultation with the Director of Human Resources and other pertinent diocesan director;
5. The order or religious congregation has need to recall the religious for ministerial or other reasons;
6. The Bishop, Pastor, or Principal, at his or her discretion, removes the religious named above with or without cause, after appropriate notification and, if appropriate, steps toward corrective action.
7. If either party wishes to terminate this agreement at the end of the ministerial year, a notice of intent must be given in writing at least ninety (90) days prior to the termination date of the agreement in order to enable each party to plan for the following year. In the case of election to office or special assignment in the order or congregation, the period of notification may be reduced.
8. **Final Execution of Agreement**

This agreement is comprised of the information as stated above. The religious accepting acknowledges by signing below that she/he has read and understands the terms of this agreement.

Vicar General/Pastor/Diocesan Principal Date

Religious Accepting the Position Date

Major Superior Date

One copy of this agreement should be kept in the diocesan/parish/school files; a second copy should be retained by the major superior; a third copy should be retained by the religious. Photocopies of the agreement should also be sent to:

Sr. Sandra Makowski Director of Human Resources

Vicar for Religious Diocese of Charleston

901 Orange Grove Rd. 901 Orange Grove Road

Charleston, SC 29407 Charleston, SC 29407



**APPENDIX B**

**RELIGIOUS AGREEMENT**

**Financial Support and Benefits**

Actual compensation is made payable to the Religious Congregation. Actual compensation and benefits may vary due to housing and other particular needs and/or

circumstances.

In return for [his/her] services, [Brothers/Sisters] of [insert order] will receive financial

compensation and benefits per the terms and conditions as stated below (Compensation & Benefits). The Diocese of Charleston will be responsible for providing the compensation and benefits.

**Compensation & Benefits**

Base Stipend: $[insert]

Benefits: As provided by order

Retirement Provide an annual donation after the first year of employment of 5% of the base stipend for the [Brothers/Sisters] Retirement Fund at the end of the contract period.

Comprehensive Health, $300/month paid to the [Brothers/Sisters] of [insert]

Life, LTD for health benefits provided by them, total $3,600 for length of this contract.

Vacation/Retreat [insert]

Sick [insert]