

PARISH ADMINISTRATIVE SERVICES AGREEMENT

This administrative services agreement (“agreement”) is made and entered into this _____ day of _____ 2011, by and between _____, Inc. (“Parish”) and the Roman Catholic Archdiocese of Indianapolis, Inc., an Indiana not for profit Corporation (“Archdiocese”).

RECITALS

- A. The Parish shall operate as a separate entity. To assist the Parish in its operations, Archdiocese agrees to provide certain administrative services to the Parish, and the Parish desires to engage Archdiocese to provide such services, for the term and on the conditions set forth below.
- B. The Parish desires to provide the highest quality programs and ministry and requires assistance to arrange for certain administration, personnel, facilities compliance, management and administrative support services necessary to the successful operation of the Parish and Archdiocese desires to provide such services and guidance.

THEREFORE, the parties agree as follows:

ARTICLE I **PROVISION OF SERVICES**

1.1 The Archdiocese will provide the following services to the Parish:

- a. Provide administration of employee benefits including but not limited to health insurance, retirement, disability insurance and life insurance benefits.
- b. Administer the Safe Environment program as recommended by the United States Conference of Catholic Bishops (“USCCB”).
- c. Provide other select human resource policy and or consultative services as deemed necessary.
- d. Provide policy guidance and assistance as it relates to finance, accounting and administrative functions.
- e. For select services provided by other third parties (i.e. audit firms completing the Parish Internal Control Assessment), collect and remit fees for such services.
- f. Provide administration of and arrange for the procurement of insurance (or reinsurance for self-insured plans) for property, liability, workers compensation, auto, D&O, crime and student accident insurance. Manage the collection of fees and remittance of premiums to third parties. Administer the claims process. Note: outside

organizations utilizing parish facilities are to provide special events coverage.

g. Assist the parish in facilitating practices to satisfy the guidelines and requirements of the State of Indiana. Provide guidance on required filings and maintenance of corporate records.

h. Provide guidance and instruction on parish building construction projects.

i. Coordinate pastoral services and lay ministry formation to provide for the pastoral and leadership needs.

j. Coordinate the ministries of worship, adult initiation and retreat ministry.

k. Assist in the judicial affairs of the archdiocese in accordance with canon law.

l. Provide and administer payroll services, including federal and local tax filing and consultation regarding payroll related services.

m. Provide consultative financial review and planning activities as requested by the Parish or when deemed necessary by Archdiocesan administration.

1.2 **Day to Day Operations of Parish:** Notwithstanding any other provision contained herein, the day to day management of the operations of the Parish, including, but not limited to, the management, hiring and supervision of employees of the Parish, shall remain the sole responsibility of the Parish. Under no event shall said responsibility rest with, or be imputed to Archdiocese.

ARTICLE II **TERM**

2.1 **Term:** The term of this Agreement shall be for a period of one (1) year commencing on the 1st day of July, 2011, and ending on the 30th day of June, 2012, subject to all the other provisions of this Agreement.

2.2 **Automatic Renewal:** The term of this Agreement shall be deemed to be renewed automatically for additional one (1) year terms, subject to all the other provisions of this Agreement. The Archdiocese shall determine if there shall be any adjustment to the compensation to be paid to Archdiocese by the Parish during any extension of the term of this Agreement. Fee adjustments typically occur near fiscal year end, however may arise when the economic environment demands. Any adjustments in the compensation to be paid to Archdiocese by the Parish shall be based on a revised estimate of the costs to be incurred by Archdiocese in providing services hereunder.

ARTICLE III **SERVICE FEES**

- 3.1 **Service Fees:** As compensation for the Services provided to the Parish by Archdiocese during the term of this Agreement, Archdiocese shall assess the Parish Service Fees as set forth in Schedule 3.1. The Service Fees shall be due and payable upon assessment by Archdiocese.
- 3.2 **Additional Costs.** In addition to the compensation set forth in Section 3.1. above, as to any and all services subcontracted by Archdiocese to third parties (e.g. legal fees, bank investment services, employee benefits, insurance, self-insurance administration, retirement plans, workmen's compensation or any other consultant), under this Agreement for the Parish, the Parish shall reimburse Archdiocese at cost; provided that Archdiocese may request that the third parties bill the Parish directly. Archdiocese shall also be entitled, in its sole discretion, to impose a surcharge on the Parish, for the direct subcontracting of the services, the amount of which shall be determined by Archdiocese, in its sole discretion, giving consideration to the time and expense incurred by Archdiocese in contracting with the subcontractors.
- 3.3 **Annual Adjustment.** It is the intention of the parties hereto that compensation for Services rendered by Archdiocese under this Agreement shall be based on the reasonable value of the services. In order to effectuate this intent, typically fees may be adjusted annually and the Archdiocese shall review the Parish's financial status, and prepare next year's Service Fees. The Archdiocese reserves the right to adjust fees on an interim basis as economic needs or changes in services arise.

ARTICLE IV **MISCELLANEOUS**

- 4.1 **Relationship Between Parties:** Archdiocese and the Parish are independent parties under both civil law and Canon Law and intend to preserve and protect that independence. This Agreement is intended solely as a service agreement, and no partnership, joint venture, employment, agency, franchise, or other form of agreement or relationship is intended. Each party agrees to be responsible for all of its federal and state taxes, withholding, social security, insurance, and other benefits, and all salaries, benefits, and other costs of its employees, except as otherwise specifically contemplated by the provisions of this Agreement (e.g., where the Parish has agreed to reimburse Archdiocese for its costs). From time to time, in connection with the services referred to in this Agreement, Archdiocese may act as the Parish's agent if the Parish requests Archdiocese to do so and Archdiocese, in its sole discretion, agrees.

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

“ARCHDIOCESE”

“PARISH”

By: _____

By: _____

SCHEDULE 3.1
SERVICE FEES

1. Healthcare insurance
2. Retirement benefits
3. Payroll services
4. Property, liability, workers compensation, auto and student accident insurance
5. Safe environment training
6. Cathedraticum
7. Property Assessment
8. Criterion subscriptions
9. AHERA asbestos 3-Year Mandatory School Building Inspections
10. Catholic Schools data management
11. Deacon continuing education