

Memorandum of  
Understanding  
For The  
Community Church of  
Akaroa Banks Peninsula

A joint venture between the Anglican Diocese of Christchurch,  
the Alpine Presbytery, and the Anglican and Presbyterian Parishes of  
Akaroa Banks Peninsula

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# Memorandum of Understanding

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## 1. INTRODUCTION

### 1.1 VISION STATEMENT

Our vision for the Community Church of Akaroa Banks Peninsula (CCABP) is to continue to create a unified and vibrant Christian community that loves, worships, and serves God, embraces diversity, fosters fellowship, and serves as a beacon of love and compassion for all. Through our collaborative efforts, the Anglican and Presbyterian congregations of Akaroa and Banks Peninsula aspire to cultivate a culture of mutual respect, understanding, and support, to envision a future where our shared commitment to the values which Jesus taught empowers us to transcend denominational boundaries and work together towards common goals. Together, we strive to make disciples, enrich the spiritual lives of our members, strengthen our bonds with the wider community, and make a positive impact on the world around us. United in purpose and guided by faith, we endeavour to build a legacy of unity, harmony, and service that will endure for generations to come.

The existing Anglican and Presbyterian Parishes of Akaroa Banks Peninsula will be deregistered as charities, and the Community Church of Akaroa Banks Peninsula will replace them as a registered charity.

### 1.2 PARTNER CHURCHES NATIONAL COURTS

#### **Anglican Church of Aotearoa, New Zealand and Polynesia**

The Anglican Church in Aotearoa, New Zealand and Polynesia encompasses the area described by its title. In Māori this is, Te Hāhi Mihinare ki Aotearoa ki Niu Tirenī, Ki Ngā Moutere Nui a Kiwa. The 1992 Constitution of this Church provides for three partners to order their affairs within their own cultural context: Tikanga Māori; Tikanga Pakeha; Tikanga Pasefika.

Within Aotearoa New Zealand, Tikanga Pakeha comprises seven Dioceses, Tikanga Māori comprises five Hui Amorangi, the boundaries of which differ from those of the dioceses. Tikanga Pasefika encompasses Fiji, Tonga, Samoa and the Cook Islands and, nominally, all the other nations of Polynesia, and is known as the Diocese of Polynesia.

#### **Presbyterian Church of Aotearoa New Zealand**

The Presbyterian Church of Aotearoa New Zealand believes it is called by God to work with others in making Jesus Christ known through:

- Teaching and nurturing people in Christian faith
- Loving service responding to human need
- Proclaiming the gospel
- Seeking to transform society
- Caring for God's creation

#### **Regional Courts**

The regional courts responsible for the CCABP are:

- The Anglican Diocese of Christchurch, and

- The PCANZ Alpine Presbytery

## 2. INTERPRETATION

In this MOU, the following abbreviations and words within inverted commas shall have the interpretation and meaning hereby attached to them respectively:-

**“ACANZP”**: Anglican Church in Aotearoa, New Zealand, and Polynesia.

**“Appointing Partner”**: The Partner who takes responsibility for overseeing the process of a particular stipendiary ministry appointment until the conclusion of that ministry appointment.

**“Approvals”**: When this document is finally prepared the executives of the regional courts (who may also refer the matter to the national offices) must give their approval in principle to the document. The proposal will then be presented to the members of the CCABP and to the regional courts for final approval.

**“Capital Ratio”**: The agreed figure on which capital will be shared upon dissolution of the agreement.

**“CCABP”**: The Community Church of Akaroa Banks Peninsula a joint venture between the Anglican and Presbyterian parishes of Akaroa and Banks Peninsula

**“Parish Council”**: The management body elected by members of the Community Church of Akaroa Banks Peninsula . CCABP may formulate a constitution to outline how the Church Council functions, but that must be consistent with the procedures of, and be approved, by the Diocese of Christchurch and the Alpine Presbytery.

**“Community Church”**: A community church typically refers to a Christian congregation that emphasises its connection and involvement with the local community. It is often characterised by its focus on serving the needs of the surrounding area and fostering a sense of belonging and unity among its members and residents. Community churches may vary in denominational affiliation or may be non-denominational, but they share a commitment to outreach, social engagement, and spiritual support within their local neighbourhoods or towns. These churches often organise various activities, events, and programmes aimed at addressing community issues, supporting individuals and families, and promoting a sense of community cohesion.

**“Community Church Partners”**: The specific partner churches in the Akaroa Bank Peninsula Community Church

**“Convening Partner”**: The Community Church Partner that takes a leading role in coordinating the work of both the Community Church and the joint venture and rotates automatically every three years., unless agreed otherwise by the Partner Churches in advance of the end of the third year that the Convening Partner Church can continue in that role.

**“Financial Assessment”**: Is attached to the Convening Partner and refers to determining the amount of assessment or quota required from the CCABP

**“Induction”**: A minister will be inducted into a ministry position in the CCABP by an appropriate person appointed by the partner church court. The induction service should fully involve the participating partners.

**“Inauguration”**: A service of worship to celebrate the inauguration of the CCABP led by the initial Convening Partner but reflecting the joint venture that is being entered into.

**“Lay Ministry”**: Includes all those with pastoral or leadership responsibilities: lay supply, youth ministry, family ministry and other lay ministry positions.

**“Memorandum of Understanding (MoU)”**: The document that outlines the commitment of the Anglican and Presbyterian parishes of Akaroa and Bank Peninsula to work together in a particular manner.

**“Ministry”**: Ministry is a task for all Christians, but the church also speaks of ministry as a profession or vocation. A minister is usually trained, ordained and called or appointed to a position of ministry, but there is opportunity for those who are not ordained to work in ministry.

**“Ordination”**: A minister is ordained by their own denomination through prayer and the laying on of hands. There is a mutual recognition by the churches for the ordinations of others, although there is not yet a total reconciliation of ministry.

**“Partner Church”**: Each of the two churches, Anglican Diocese of Christchurch and Alpine Presbytery.

**“PCANZ”**: Presbyterian Church of Aotearoa New Zealand.

**“Reciprocal Membership”**: The agreement by the two Partner Churches to receive members in good standing and afford them all the privileges and responsibilities of membership when involved with CCABP.

**“Schedules of Record”**: The details of property and assets brought into the formation of the community church. The Schedules of Record are used to establish the Capital Ratio. They should be regularly reviewed and updated.

## 3. LEGALITIES

### 3.1 PRECEDENTS

In the event of any conflict between this MoU and the statutes of the Anglican Diocese of Christchurch or those of the Alpine Presbytery, the statutes shall take precedence.

### 3.2 AMENDMENTS

Any amendments to this MoU must be approved by the appropriate decision-making body of the Diocese and the Presbytery.

### 3.3 STATUS OF THE CCABP

It is important to note that CCABP is not a legal entity in itself and cannot enter into a formal lease or assume corporate status. The CCABP is part of the wider churches to which it is affiliated and cannot act independently or contrary to the laws of the Partner Churches.

## 4. PROCEDURES FOR OVERSIGHT

Oversight of the CCABP will be provided by each Partner Church on a rotating basis. Both Partner Churches have as their primary responsibility the task of supporting the CCABP in its commitment to working together in life and mission. The appointment of a new Minister in the CCABP is an important task for both Partner Churches. Each Partner has specific procedures for appointments and the procedures of the Appointing Partner shall be followed for appointments.

### 4.1 CONVENING PARTNER

The Convening Partner will:

- a. take responsibility for the working out of the joint venture although consultation will be continually held amongst both parent bodies and the CCABP before any decisions are made
- b. organise the annual meeting of both Partner Churches and the CCABP Church Council;
- c. ensure that the CCABP is reviewed at least every five years and ideally in year three of a ministerial appointment, with both Partner Churches involved, and the review including questions relating to :

- i. mission goals.
  - ii. strategic planning;
  - iii. compliance;
  - iv. record keeping; and
  - v. building utilisation;
- d. handle complaints that arise from CCABP and will ensure that other Partner Church is made aware at an early stage, especially if there are possible implications for liability insurance. (Discipline of ministers is the responsibility of the minister's church of membership. Where a complaint arises about the conduct of the minister, the Convening Partner will observe all requirements of the complaint process of the minister's church of membership.)
- e. collect the assessment / quota (determined by the procedure of the Convening Partner Church). In determining the amount of assessment or quota required from the CCABP the Convening Partner shall take into account the policies of the other partner so as to minimise the changes when the Convening Partner role changes.

#### **4.2 PARTICIPATING PARTNER**

The Participating Partner will:

- a. have the responsibilities of maintaining contact with the CCABP ministers, and with the Convening Partner;
- b. provide personnel to attend meetings called by the Convening Partner to advance the work of the CCABP, especially when dealing with the overall mission and property matters;
- c. make CCABP aware of the various resources that are available;
- d. provide encouragement to ministers in exploring traditions different to their own; to embrace the diversity of different tradition within the CCABP.

#### **4.3 APPOINTING PARTNER**

The Appointing Partner will:

- a. take responsibility for overseeing the process of a stipendiary ministry appointment, including developing a local church profile, holding interviews, and undertaking character and good standing checks including police checks and any other checks required by the rules of the Appointing Partner and the church to which the minister belongs;
- b. ensure that all partners are involved in the process and that there is consultation and agreement with the partner church leaders before an appointment is officially confirmed;
- c. ensure that, a Code of Pastoral Ethics, approved by the Appointing Partner, and Letter of Appointment are signed;
- d. identify ministers who are committed to the ecumenical nature of CCABP;
- e. provide any orientation or mentoring deemed necessary.
- f. conduct a ministry review between 9 to 12 months before the current term of ministry is completed, having first informed the other Partner

The role of Appointing Partner continues until the conclusion of the particular ministry appointment.

## **5. PROCEDURES FOR THE COMMUNITY CHURCH OF AKAROA BANKS PENINSULA**

### **5.1 MEMBERSHIP**

People are members of the Church Universal through baptism and the public confession of faith. As a local expression of this, members of the CCABP are acknowledged by the Church Council and their names placed on a single Parish Roll. Those who are current members of the Akaroa Banks Peninsula Anglican or Presbyterian parishes will automatically become members of the CCABP, as will anyone with no previous affiliation to either denomination who attends any of the Community Church's services regularly. Those eligible to become members under either Partner Church's rules may be added to the CCABP Roll.

The Parish Roll will be kept by the CCABP Church Council and will to be reviewed at least annually. This Roll provides a legal basis for voting and decision-making.

A Pastoral or Associate Roll may be kept of all those who are associated with the local church including those who are not considered full members or may be called inactive members.

All members on the Parish Roll have a right to vote at the Annual Meeting and at any special meeting of the CCABP called to discuss specific business.

An Annual Meeting must be called by the CCABP Church Council giving ten (10) days' notice through all reasonable means, including parish-based social media. Annual General Meetings should be held before 1 May each year.

Special meetings of the local church may be called by the CCABP Church Council by giving ten (10) days' notice, and advertising their purpose by all reasonable means, including parish-based social media.

In exceptional circumstances a Partner Church may require the Church Council to call a special meeting.

Members of CCABP have reciprocal membership in the Partner Churches while they remain associated with the joint venture.

### **5.2 WARDENS**

There shall be two Wardens who will be the key lay leaders of the CCABP. One will be elected by the members at the AGM, and one will be appointed by the Minister. They will have responsibility for:

1. ensuring that every aspect of the church's ministries and administration has a Church Council member supervising it
2. being, together with the Minister, the primary channel of communication between the Partner Churches and the CCABP
3. monitoring health and safety in the CCABP, including ministry safeguarding
4. being signatories to all contracts and deeds executed on behalf of the CCABP
5. managing the buildings, furniture and equipment required for the work of the CCABP,
6. reporting to the Church Council regularly
7. being spokespersons for Church Council to the congregation

8. being spokespersons for the congregation to the Church Council.

### **5.3 PARISH COUNCIL**

The Parish Council:

- a. shall consist of no fewer than four and no more than 10 members (including the Minister, the Warden elected at the AGM, and Warden appointed by the Minister).
- b. may co-opt up to two members, providing the total number of the Council does not exceed 10.
- c. shall have as the quorum for a meeting, one-half of its members provided that at least one Warden and one member of the council who is not a Warden is present.
- d. shall manage the life and resources of the CCABP for local mission and the wider mission of the Partner Churches;
- e. shall ensure that there are good systems of communication with the congregation on all aspects of the CCABP life;
- f. shall report to the congregation through an Annual General Meeting;
- g. shall be responsible to the CCABP and Partner Church courts for:
  - I. the financial affairs, historic records, and parish roll
  - II. the general life and work of the CCABP;
  - III. meeting all statutory requirements as necessary (for example, Health and Safety, Fire, and Building Code regulations);
  - IV. developing processes that support those undertaking ministry in the CCABP;

The Parish Council or Wardens will have the power to:

1. enter into deeds to achieve the aims of the CCABP, however if major building works are to be entered into, the Parish Council must liaise with the appropriate Partner Church's Property Trustees, and
2. maintain a bank account and decide who shall be the signatories to that account.

Where a Warden enters into legal obligations on behalf of the CCABP, which have been approved by the Parish Council, then they will be indemnified by the parish for any personal liability arising as a result except where the liability is attributable to any wilful misconduct or dishonesty on the part of the Warden.

When a conflict of interest exists for a member of the Parish Council, that member must declare the nature of the conflict or the potential conflict; the member must not take part in deliberations or proceedings including decision-making in relation to the conflict of interest. The member must not be counted in the quorum required for decision-making on the matter for which he or she has the conflict of interest.

Ordained Ministers appointed to the CCABP are members of the Parish Council and may chair the Parish Council, but they may not be treasurer for the CCABP.

Each member of the Parish Council will be expected to take responsibility for one aspect of the church's life (eg outreach, worship, property, finance, pastoral, hospitality) and to report regularly to the Parish Council on that aspect.

### **5.4 RELATIONSHIPS**

The CCABP is regarded by the Partner Church courts as one of their own.

The CCABP Parish Council will be represented on all church courts as it is appropriate by electing representatives to the Diocesan Synod and Presbytery in accordance with the respective procedures for such appointments.

The Parish Council will be responsible for ensuring that Participating Partners are active and visible in the life of the CCABP. Deliberate attention will be paid to ensuring that both partners are honoured in the life of the CCABP and that events are fairly publicised. The worshipping life of the CCABP should reflect the traditions and current practices of both of its partners, but also provide opportunities for new patterns of worship.

## **5.5 FINANCIAL MATTERS**

The financial accounts of the CCABP will be transparent, readily available and reflect the joint venture entered into.

All financial accounts of the CCABP will be reviewed annually by a suitably qualified external party with sufficient professional training and expertise to carry out an audit or review of financial statements to an acceptable professional standard that is in line with guidelines set by Partner Churches.

All income, benefit, or advantage must be used to advance the charitable purposes of the CCABP.

No member of the CCABP, or anyone associated with a member, will be allowed to take part in, or influence any decision made by the CCABP in respect of payments to, or on behalf of, the member or associated person of any income, benefit, or advantage.

Any payments made must be for goods or services that advance the charitable purpose of the CCABP and must be reasonable and relative to payments that would be made between unrelated parties.

There is to be no pecuniary gain for members of the CCABP, in accordance with its charitable aims.

Clergy relocation expenses into the area will be met by the CCABP.

At the dissolution of CCABP all funds and assets will be returned to the Partner Church courts in accordance with the Schedules of Record. (See below under Procedures for Dissolution)

## **5.6 MoU FINANCE**

The CCABP will set up a bank account in its name.

Income for this account will include:

- a) all church offerings – given online and in any of the CCABP’s church services,
- b) donations made to the CCABP,
- c) funds raised by fundraising activities,
- d) interest and distribution gains on all appropriate Anglican investments held by the CPT in the name of the former Anglican Parish of Akaroa Banks Peninsula,
- e) interest on funds held by the former Presbyterian Parish of Banks Peninsula in the Presbyterian Investment Fund, the BNZ and the Christian Savings Bank,
- f) rents from Anglican and Presbyterian properties.

Expenditure from this account will include:

- a) ministry stipends, salaries and expenses, both ordained and lay;

- b) parish running expenses eg power, rates, insurance, advertising etc;
- c) minor maintenance costs on buildings (except where a specifically targeted fund is held by the relevant CPT (eg an organ fund, funds for a specific property)
- d) parent church quota assessment (calculated by and paid to the Convening Partner)

Other expenditure

- a) major maintenance, renovation and development of property will be paid for by the denomination which owns the property from appropriate funds held by CPT or PCPT.
- b) deficits in the annual budget will be covered out of investments held by both denominations, in a ratio which reflects the Capital Ratio (see Section 2 "Interpretation" and below under Property))

## 5.7 PROPERTY

CCABP will have Schedules of Record approved by the Partner Churches, which outline the resources brought into the joint venture and the Capital Ratio.

When there are changes in capital contributions the schedules and ratios must be re-evaluated.

Loans, bequests and donations made to the CCABP do not affect the Capital Ratio.

The titles to property and buildings are unaffected by the establishment of the CCABP and such will be available for the use of the CCABP to the extent permitted by the trust affecting that property

Any property development shall be considered in consultation with the relevant Partner Churches

Any significant property development will have final approval from the trustees in whom the property is vested and will also be approved by the regional courts of the CCABP partners and be referred to the trustees of the relevant Partner Churches.

The Parish Council will insure buildings and contents, ensure all compliance matters are completed, and provide a safe environment for all users of the buildings in accordance with the Partner Churches requirements.

Significant expenditure based on an insurance claim is subject to the requirements of the relevant Partner Churches.

Consultation and approval from the relevant Partner Church will take place before any remedial work is undertaken.

## 5.8 LOCAL CHURCH REVIEWS

Regular local church reviews are acknowledged as an important aspect of ongoing development.

The Convening Partner will organise in association with the Participating Partner.

The form of the review will essentially be in the hands of the review team, but it would consider the following areas:

- a. Mission of the CCABP;
- b. Strategic planning;
- c. Property utilisation, upkeep and planning;
- d. Financial viability;

- e. Relationships with the local church's partners and beyond the church;
- f. Health and Safety matters;
- g. Schedules of Record and current Capital Ratio.

The Convening Partner will undertake to ensure that any recommendations from the review are carried out.

Any Partner Church may call for a special review and the Convening Partner will organise any required meetings. A special review may focus on specific issues facing the CCABP situation.

### **5.9 CHARITY STATUS**

The CCABP Church Council will register with the Charities Services as an independent charity and will have a Charities Services number and an Inland Revenue number. The Church Council will be responsible for meeting the requirements of Charities Services and Inland Revenue.

### **5.10 CHURCH RECORDS**

The history of the church is contained in the records that are passed on to the next generation – they provide a glimpse at our past and tell the story of our faith journey.

The Parish Council will ensure that records are maintained, stored and appropriately archived.

The following records should be kept:

- a. registers: baptism, marriage, funeral, worship service;
- b. minute books: all minute books of all church organisations;
- c. annual reports;
- d. correspondence, inwards and outwards: in whatever form this is kept eg files, letter books;
- e. rolls: membership, pastoral, confirmation, Sunday School, Youth Group or Bible Class etc;
- f. financial records: annual accounts, cash books, journals, ledgers;
- g. local church newsletters, magazines, church bulletins, orders of service (weekly and special), scrapbooks, newspaper clippings (including date and name of newspaper);
- h. property records: maps, plans, architectural drawings, building specifications, contracts, details of alterations, building WoF, asbestos management plan, emergency response plan (if applicable), hall hire;
- i. legal documents;
- j. jubilee and centennial celebration records: minutes, correspondence, registration forms, photographs, programmes, tickets, orders of service, publications, balance sheets and cash books, tape recordings, videos;
- k. health and safety documents (e.g. risk register), if applicable;

It will not be necessary to collect national church publications, general circulars, or promotional material unless they are of specific significance to CCABP.

Records should be lodged in accordance with the archive repositories requirements of the Partner Churches.

## **6. PROCEDURES FOR ORDAINED MINISTRY**

Ordained ministry within CCABP will be governed by the Partner Church courts.

CCABP will respect and follow the processes of the Appointing Church.

The Appointing Church will oversee, according to their own processes:

- a. the appointment of ministers;
- b. their induction to the CCABP;
- c. ministry reviews;
- d. discipline; and
- e. the stipend package.

Decisions about ordained ministry will be made in consultation with the Partner Church.

### **6.1 APPOINTMENT**

The Partner Churches and CCABP will meet together and, when a new appointment is necessary, decide which Partner Church will be the Appointing Partner.

The Appointing Partner runs the appointment process according to their tradition, but with the other Partner Church involved.

The Partner Churches will have input into the development of the CCABP profile, job descriptions, interviews (by whatever title or process) and final approval.

The initial term of appointment will normally be for five years, with review.

A statement of good standing will always be sought by the Appointing Partner from the church in which the minister has been ordained and previously employed.

The stipend package (leave entitlements, etc) will be consistent with the appointing church, but there may be exceptions to this.

Care will be taken in making a part-time appointment in ensuring that any other work is consistent with the role of ministry.

If a minister is taking on two part-time positions, there should be consultation with the Partner Churches about the nature of the work.

The appointee will be made aware of the nature of CCABP and should be in full sympathy with its ecumenical nature.

## **6.2 INDUCTION**

The Appointing Partner will be responsible for the induction service of the minister being inducted as a minister of their national church.

The service will reflect an ecumenical ethos and involve participants from Partner Churches.

The traditional rites and practices of the appointing church will be followed, including any affirmation or documentation required.

A Letter of Appointment will be signed by representatives of each Partner Church.

The Letter of Appointment will clearly state the term of the appointment.

A Code of Pastoral Ethics, approved by the Appointing Partner, will be signed.

## **6.3 MINISTRY SUPPLY**

CCABP may at times want to appoint a person to a short term (1-12 months) ministry appointment.

Under such circumstances the Appointing Partner will:

- a. oversee the processes leading to the appointment of any ministry supply;
- b. check on standing and status of the person to be appointed; and
- c. before a person is appointed, inform the other Partner Church about the appointee, the terms of supply, and any ongoing concerns for the local church or ministry.

## **6.4 RELATIONSHIPS**

The minister has a primary responsibility to their Appointing Partner.

The minister for the CCABP will become involved in the life and work of both Partner Church courts as appropriate.

## **6.5 MINISTER REVIEW**

A minister's performance and pastoral care is primarily the responsibility of the Appointing Partner. If the CCABP or any Partner Church has any concerns with the performance or health of a minister they will firstly notify the Appointing Partner.

A simple review of a new ministry should be conducted 6-9 months after the induction/appointment and should involve the CCABP and both Partner Churches.

Regular reviews of ministry will be carried out according to the practices of the Appointing Partner with the involvement of the CCABP and other local Partner Church.

## **6.6 REVIEW OF APPOINTMENT**

The review of a ministry appointment will occur a year before it is to be completed, with a minimum period of 9 months.

The Appointing Partner arranges a meeting of the Partner Churches and CCABP to consider the ongoing options for the ministry. That meeting will seek to discern the call of the Holy Spirit upon the ministry and will reflect on a variety of issues.

Where any partner to the local church has an objection to re-appointment for another term these objections will be discussed with all the partners before alternative options are considered.

If an extension of appointment is agreed (usually for another 5-year term) the Partner Church courts should be notified.

### **6.7 RESIGNATION OR TERMINATION OF MINISTRY**

The resignation of a minister is handled by the Appointing Partner.

When the resignation is received, the Partner Churches and the CCABP Parish Council meet to consider the reasons for the resignation and to decide if there needs to be a change of Appointing Partner.

If a ministry needs to be terminated, a meeting of the partners will consider the reasons for the termination and ensure that ongoing pastoral care is offered to the minister and to the CCABP.

### **6.8 DISCIPLINE**

Discipline of ministers will be the responsibility of the minister's church of membership.

The relevant Partner Church will be consulted, where appropriate, with pastoral sensitivity for all parties involved.

Any complaints of illegal activities will be notified to the Appointing Partner (and ordaining church, if different) authorities and to the police.

Complaints about sexual impropriety, financial irregularities, inappropriate behaviour, breaches of church discipline or ethical standards, or failures of ministry, will be notified to the appropriate Partner Church authorities. This is especially important if there are possible implications for liability insurance.

On all matters of complaint about ministerial conduct, the rules and policies of the church responsible regarding making complaints will have priority over any other local rules and policies.

### **6.9 TERMS OF MINISTRY**

A stipendiary package will include:

- a. the regular stipend;
- b. allowances including, travel, and housing allowance (if applicable);
- c. holiday entitlement;
- d. study leave; and
- e. any other conditions associated with ministry.

Each Partner Church has its own stipend package. Generally, a minister will receive the stipend package of the Appointing Church, but there may be exceptions.

The Partner Church must confirm the stipend package at the time of appointment.

All aspects of a stipendiary package are paid at a percentage of the full-time allowance when the position is less than 100%, unless there are specific exemptions agreed by the Partner Churches and the CCABP Parish Council.

#### **6.10 RETIREES AND SELF-SUPPORTING APPOINTMENTS**

This MoU will, wherever possible, apply to people in self-supporting ministries, and retirees.

Where such appointments are made, they will be consistent with the processes of the Appointing Partner and be acceptable to the other Partner Church.

## **7. PROCEDURES FOR LAY WORKERS**

There will be opportunities for people who have not been ordained to serve CCABP through a paid or unpaid appointment. Such ministries belong to the people of God and are recognised by the wider church. There is now a wide diversity in how ministry is undertaken, and this MoU can only provide a broad outline. Titles such as lay minister, lay worker, lay pastor may be used, but care should be taken to consult about the titles with both Partner Churches.

### **7.1 OVERSIGHT**

The Convening Partner will have responsibility for oversight of lay ministry within the CCABP.

A lay worker may be appointed by either Partner Church or the CCABP.

The views of the Partner Churches must be taken into account when developing lay ministry.

The CCABP Parish Council cannot over-rule the regulations of the Partner Churches.

### **7.2 TERMS OF APPOINTMENT**

There is no usual term for appointments to lay ministry, but it is generally accepted that such positions should be regularly reviewed, with the involvement of Partner Churches and the CCABP Church Council.

All paid lay ministry positions will be agreed with a clearly worded employment agreement and job description. Partner Church offices are able to assist CCABP Parish Council to set up employment agreements.

The Parish Council will comply with all employment legislation as required.

Lay Ministers are no different from other paid employees in this regard. Voluntary positions would benefit by having a clear job description.

Before confirming an appointment, checks will be made into the character of the appointee, including a police check. Police vetting checks are a mandatory requirement of both Partner Churches and are to be administered locally with advice obtained through the Partner Church offices.

All lay ministers will sign a Code of Ethics using one from one of the Partner Churches.

### **7.3 PAYMENT**

Each lay ministry position will be paid according to the individual employment agreement that has been signed.

Where ministry is conducted only by voluntary service, thought should be given to assistance with books, travel and/or accommodation, and reimbursement of reasonable costs.

### **7.4 DISCIPLINE**

All lay people are under the discipline of the Church – in the first instance the ~~Parish Church~~ Council will be responsible in consultation with, and under the guidance of, the Convening Partner.

Any complaints of illegal activities will be notified to the Convening Partner authorities and to the police.

Complaints about sexual impropriety, financial irregularities, inappropriate behaviour, breaches of church discipline or ethical standards, or failures of ministry, should be notified to both Partner Church authorities. This is especially important if there are possible implications for liability insurance. Complaints can be laid by individuals or by groups.

## **8. CELEBRATION OF COMMUNION**

There is not a common approach among the Partner Churches to the celebration of communion and this matter will be treated with respect and care.

The Presbyterian Churches allow for the authorisation of appropriate lay people to celebrate communion – especially where there is difficulty in obtaining ordained ministers.

The Anglican Church has affirmed the tradition of Bishops and priests only presiding at communion and in the CCABP this will be accounted for. In certain circumstances the Diocesan bishop may authorise a lay minister to lead a service of word and sacrament using the sacrament of communion as consecrated elsewhere according to the canons of the Anglican church.

The Convening Partner will ensure that Anglican communion will be available regularly through an authorised lay minister or Anglican priest. Reasonable cost for the provision of Anglican Communion will be met by the CCABP Parish Council.

## **9. OTHER EMPLOYEES**

When employing anyone, the CCABP Church Council will comply with all employment legislation as required. Non-ministry employees may include church secretaries, cleaners, finance, or maintenance workers.

Care will be taken to identify any conflict of interests that may arise in terms of employment, such interest should be declared and those involved may step aside from decisions.

Any potential liabilities with respect to employees should be referred, as soon as possible, to the administration of the Partner Churches

## **10. VOLUNTEERS**

The CCABP Parish Council will:

- a. take responsibility for the health and safety of any volunteers working in or visiting any church owned property.
- b. ensure that the workload or obligations taken on by volunteers are not too onerous.
- c. ensure volunteers working with children and young people should be of reputable character.
- d. undertake police vetting checks for anyone working directly with children, young people and other vulnerable people. Police vetting checks are a mandatory requirement of both Partner Churches and will be administered locally with advice obtained through the Partner Church offices. This includes, but is not limited to, Sunday School teachers, Youth Groups leaders and assistants, etc.

## **11. PROCEDURES FOR DISSOLUTION**

It is acknowledged that some joint ventures come to an end, and there may be a time when the CCABP should be dissolved. There are many reasons why such dissolution may be sought – this is a common process for whatever reason.

Consideration of the dissolution of the CCABP may come from one of Partner Churches or from the CCABP Parish Council.

No move to dissolve CCABP will be taken without a confirmed Capital Ratio.

The Convening Partner will be required to meet with the other Participating Partner and the CCABP Parish Council to consider the reasons for the request and to identify the consequences of dissolution as soon as possible.

Should agreement be reached to consider dissolution, a commission will be established to work through the process or identify alternative solutions.

The commission will comprise representatives from the Partner Church regional courts and from the CCABP Parish Council.

If agreement to dissolve the CCABP is reached the commission will undertake the process of:

- a. gaining approval from the CCABP congregation;
- b. confirming the current property schedules;
- c. defining the distribution of assets, returning them all to the relevant Partner Church parish according to the Schedules of Record and Capital Ratio;
- d. liaising with Trustees;
- e. ensuring documentation is signed to dissolve the agreement acknowledging the end of a shared journey.

Historical records will be appropriately archived, with both Partner Churches notified of the repository.

Minute books, pulpit bibles, photos, plaques, chalices, banners, and other artifacts that came from one partner should be offered to their original partner for archiving.