

MEMORANDUM

TO: Cameo C. Anders, Director of Estate Planning & In-House Counsel, Catholic Community Foundation for Eastern South Dakota

FROM: Charlie Rogers
Aaron Thomas

DATE: January 20, 2022

RE: **Legal Separateness Review and Analysis of CCFESD Exemplar Documents**

INTRODUCTION

Pursuant to your correspondence dated December 13, 2021, we have been retained by Catholic Community Foundation of Eastern South Dakota (“CCFESD”) to review and analyze representative samplings of the following document categories to identify any potential alter ego and avoidance action exposure and recommend specific follow-up efforts and action items:

1. General formation documents and organizational structure;
2. Representative sampling of contracts and CCFESD transactions;
3. Representative samplings of website, gift processing and other marketing materials;
4. General finance structure; and
5. Ownership of real property.

A schedule of the representative documents reviewed for purposes of the following analysis is appended to this memorandum at Appendix A. We have further been asked to comment on the “roles and relationships” involving CCFESD as described in your December 13, 2021 letter. Each of these tasks is separately analyzed below, beginning with a brief discussion of the purpose and scope of the review and the applicable legal framework—all of which inform the considerations and recommended action items discussed in this memorandum.

Because we have limited this review and analysis to exemplar documents and no more than 20 hours of attorney time (within the confines of the requested \$10,000 budget), the work performed by Taft to date is, by no means, an exhaustive audit. It has, however, allowed us to form global impressions and develop specific proposals that we believe will best protect CCFESD from any downrange efforts by creditors and the plaintiffs’ bar to pursue the consolidation of CCFESD assets into any future bankruptcy proceeding or litigation involving other Catholic entities. In performing our review, we have also separately endeavored to respond directly to the various questions integrated into your December 13, 2021 letter and, where appropriate, provide guidance

on additional edits to improve CCFESD's form contracts and documents beyond the avoidance of substantive consolidation issues.

LEGAL FRAMEWORK

A. The relevant legal standard and applicable factors

In analyzing legal separateness and the propriety of substantive consolidation of debtor and non-debtor assets, the Eighth Circuit has articulated a three factor test in *First Nat'l Bank of El Dorado v. Giller (In re Giller)*:

Factors to consider when deciding whether substantive consolidation is appropriate include 1) the necessity of consolidation due to the interrelationship among the debtors; 2) whether the benefits of consolidation outweigh the harm to creditors; and 3) prejudice resulting from not consolidating the debtors.

962 F.2d 796, 799 (8th Cir. 1992).

Courts that have analyzed the availability of substantive consolidation have adopted different standards for applying the doctrine. The court in *In re Auto-Train Corp., Inc.*, for example, determined that consolidation is permitted upon a showing that (i) there is "substantial identity" between the entities to be consolidated, and (ii) consolidation is necessary to avoid some harm or to realize some benefit. 810 F.2d 270, 276 (D.C. Cir. 1987).

The court in *In re Augie/Restivo Baking Co., Ltd.*, by contrast, considered two factors: (i) whether creditors dealt with the entities as a single economic unit and did not rely on their separate identity in extending credit; and (ii) whether the affairs of the debtors sought to be consolidated are so entangled that consolidation will benefit all creditors. 860 F.2d 515, 518 (2d Cir. 1988). The court in *Owens Corning* required a showing that (i) prepetition the entities to be consolidated disregarded separateness so significantly that their creditors relied on the breakdown of entity borders and treated them as one legal entity, and (ii) post-petition their assets and liabilities are so scrambled that separating them is prohibitive and hurts all creditors. 419 F.3d at 211.

Many other courts have relied on a set of factors articulated in *In re Vecco* to aid in framing arguments in favor of consolidation: (i) the presence or absence of consolidated financial statements; (ii) the unity of interests and ownership between various corporate entities; (iii) the existence of parent and intercorporate guarantees on loans; (iv) the degree of difficulty in segregating and ascertaining individual assets and liabilities; (v) the existence of transfers of assets without formal observance of corporate formalities; (vi) the commingling of assets and business functions; and (vii) the profitability of consolidation at a single physical location. *In re Vecco Constr. Indus., Inc.*, 4 B.R. 407, 410 (Bankr. E.D. Va. 1980) (compiling factors from several district and appellate court decisions).

The Eleventh Circuit expanded on the *Vecco* factors to also consider: “(i) the parent owning the majority of the subsidiary’s stock; (ii) the entities having common officers or directors; (iii) the subsidiary being grossly undercapitalized; (iv) the subsidiary transacting business solely with the parent; and (v) both entities disregarding the legal requirements of the subsidiary as a separate organization.” *Eastgroup Props. v. S. Motel Ass’n, Ltd.*, 935 F.2d 245, 250 (11th Cir. 1991); *see also In re Affiliated Foods, Inc.*, 249 B.R. 770, 777 (Bankr. W.D. Mo. 2000) (citing both the *Vecco* and additional *Eastgroup* factors).

At bottom, these are merely examples of factors that courts have considered over the years, and across jurisdictions, for purposes of assessing interrelatedness of separate entities and determining whether it is appropriate to consolidate their assets for the benefit of creditors. Consistent with these cases, and our experience, no single factor is likely to be determinative in the court’s inquiry. Substantive consolidation is a flexible concept. For this reason, we have considered each of these factors in evaluating risks to CCFESD and developing the proposals described below.

B. Application of the legal standard and applicable factors

In order to properly evaluate CCFESD’s exposure to potential challenges to legal separateness, including via any future motion for substantive consolidation of CCFESD’s assets with the Diocese of Sioux Falls (the “Diocese”), it is important to consider how creditors and the plaintiff’s bar have deployed the factors detailed above as a sword against non-debtor entities like CCFESD. As detailed in our original October 15, 2019 communication to CCFESD, counsel for certain of the claimants in the *In re the Archdiocese of Saint Paul and Minneapolis* bankruptcy attempted to delay resolution of the case and compensation to victims for more than two years by aggressively seeking to consolidate the assets of the Minnesota Catholic Community Foundation, 187 separately incorporated parishes, the Catholic Finance Corporation, Catholic Cemeteries, the St. Paul Cathedral and other Catholic entities into the bankruptcy proceeding. Claimant’s attorneys also attempted to unwind millions of dollars of transactions between the Archdiocese and Catholic Charities, the University of St. Thomas and other charitable institutions. While we were successful in thwarting all of these efforts, our experience in defending these creditor tactics has provided us with valuable insight into the specific factual circumstances that the plaintiffs’ bar will seize upon in attempting to establish substantive consolidation. Specifically, as summarized below, creditors and plaintiffs’ attorneys will argue for substantive consolidation where:

- The Diocese or its Bishop is perceived as having authority and control over the non-debtor entity.
- The non-debtor entity lacks independent corporate control over its own administration (e.g., it has an inability to amend documents without the express written approval from the Diocese or is obligated to act in accordance with Diocesan mandates and disregard the requirements of governance documents).

- The Diocese or its Bishop obligates the non-debtor to obtain permission before taking any material corporate action (e.g., purchasing property, transferring interests in real property, entering into material loan obligations, granting a mortgage, establishing a line of credit, consolidating or refinancing an existing loan, modifying an existing mortgage, loan or line of credit, entering into leases for longer than one year, granting contracts for deed, building new structures, initiating any significant changes to worship space or establishing a capital fund campaign or endowment).
- The Diocese hires, trains and controls the salaries and benefits of the non-debtor entity.
- The Diocese controls legal strategy and legal representation of the non-debtor entity.
- Non-debtor documents reveal efforts to shield Diocesan assets or otherwise protect the Diocese from claims and liability.
- The Diocese or Bishop directly controls the finances of the organization by, for example, dictating its accounting practices or overseeing the implementation of accounting programs.
- Proceeds of sales are not distributed to the non-debtor entity but are instead retained and kept under Diocesan control.
- The Diocese or its Bishop exercises operational and financial control over the non-debtor entity.
- There is an alleged failure to adhere to corporate formalities (e.g., the non-debtor entity does not follow the corporate bylaws, acts in a manner inconsistent with separate corporate existence, or plaintiff can show that the non-debtor board rarely meets at all or never meets in full, no importance is placed on maintaining proper board membership, and corporate governance structures are not followed in the execution of legal documents or where separate corporations intermingle their finances).
- Transactions are performed in a manner contrary to the corporation's best interests – i.e., entering into service or lease agreements for little to no consideration or selling real property significantly below fair market value.
- Assets and liabilities of the Diocese and non-debtor entity are inextricably intertwined or intermingled (e.g., the Diocese forgives outstanding debts of non-debtor entities, subsidizes or completely funds their operations or salaries, guarantees their loans, takes excess funds, or shifts assets into other entities over which the Diocese maintains control).

Because these considerations will likely serve as the playbook for any future attempt by creditors to consolidate the assets of CCFESD in any downrange Diocesan bankruptcy or

litigation, we have considered them—together with the legal framework enumerated above—in analyzing CCFESD’s exemplar documents and reaching the initial conclusions and proposals set forth in the foregoing sections, organized by the five topics introduced at the beginning of this memorandum.

ANALYSIS OF CCFESD’S EXEMPLAR DOCUMENTS

I. General Formation Documents and Organizational Structure

Proposed edits and revisions are identified by document category below. As a general matter, these edits are focused on ensuring that the Bishop’s roles vis-à-vis CCFESD rest with the administration and governance of canon-law matters within the Diocese and do not bleed into roles that could be perceived as directing operational and financial control.

Articles of Incorporation (and Amendments I through V). Based on our review, and in response to your comments and redline edits, we note the following:

- Article III provides that the “Corporation is formed exclusively to serve the Roman Catholic Diocese of Sioux Falls, its cathedrals, churches, parishes” Similar language is repeated within the same article on page two: “All income received by the Corporation shall be expended solely for the benefit of the Roman Catholic Church in the Diocese of Sioux Falls.” In our experience, creditors will seize on this language to assert a lack of corporate separateness. And ideally, from a legal separateness perspective, those provisions would be revised to read: “This Corporation is an independent Catholic community foundation formed exclusively for the purpose of raising, managing and distributing donor-directed gifts to support religious, charitable and education objectives within the Roman Catholic Diocese of Sioux Falls, its cathedrals, churches, parishes”
- We, of course, appreciate that the original Article III language was drafted for the purpose of conforming the Articles with the Internal Revenue Code’s definition of a “supporting organization” under Section 509(a)(3). For this reason, we do not believe that such language needs to be changed. We successfully defeated creditor-driven attacks against very similar language in the *Archdiocese of St. Paul and Minneapolis* bankruptcy case. As we argued in that case, IRS group tax exemption status is not the standard for substantive consolidation. It has no bearing on whether a non-debtor’s assets and liabilities are commingled or whether disparate entities somehow operate or hold themselves out as a single unit in disregard of corporate formalities. Being included in a group exemption for tax purposes does not mean that all such entities are treated as a single entity for other purposes.
- Taft further concurs with each of the proposed redlined edits reflected in the drafts provided to us. Chief among them, the current conveyance of all corporate assets to the **Bishop** of the Diocese upon the loss of corporate identity should be replaced with the conveyance outright to the beneficiaries for whom the assets are being held or invested. We further

agree that the Articles should specify that in the absence of beneficiaries or successors as determined by applicable civil law, the conveyance should be determined by a court of competent jurisdiction.

- Article V (Fourth Amendment) should provide for the appointment of directors by majority vote of the executive committee, not the Bishop, as reflected in the current redline.
- Article X should be updated to reflect the registered address identified in the business records presently on file with the South Dakota Secretary of State: 523 N. Duluth Ave. Sioux Falls, SD 57104. Identifying a registered agent with appropriate authority at CCFESD should have no impact on its “supporting organization” status.

Restatement of the By-Laws. We strongly recommend removing all requirements that purport to condition board action on receipt of a “favorable vote by the Bishop.” This includes Section 2.05 (quorum, voting and unanimous consent) and Section 5.07 (Amendments). Absent the removal of this language, creditors will use these provisions to argue that the Bishop has overarching veto power and *de facto* authority and control over significant strategic decisions of CCFESD’s Board.

Meeting Minutes. Based on our review of the semi-annual board meeting minutes, we did not identify any material risks from a legal separateness or substantive consolidation standpoint. Consistent with CCFESD’s mission statement, these meeting minutes reflect independent business judgment and a focus on donor-directed ministries. More importantly, for the relevant legal analysis, they demonstrate adherence to corporate formalities.

Organizational Chart and Board Membership List. Based on the organizational chart and Board membership list provided to us, we have no concerns with CCFESD’s organizational structure and Board composition. CCFESD’s majority lay board will help bolster a finding of independence, especially if coupled with the proposed By-Laws amendments noted above. So long as Board members are duly elected and serve consistent with Section 2.03 of the By-Laws, we do not find it problematic that certain Board members also choose to serve on Diocesan committees or in other local church leadership positions. From our experience, attempts by plaintiffs and creditors to attack legal separateness on this ground have not been successful.

II. Representative Sampling of Contracts and CCFESD Transactions

While the representative contracts provided to us generally reflect adequate consideration and do not raise any significant legal separateness issues or substantive consolidate risks, we recommend the following edits and additions:

- The **Fundraising Development Agreement** with the Newman Center (and other entities) is a short-form agreement that should be updated to more precisely and specifically define the contemplated scope of services, the support and resources being committed and the executory obligations of each party. The agreements should also be updated to include

robust confidentiality and data privacy/protection provisions, especially in those situations where CCFESD will possess, or have access to, donor information in the execution of its duties under the agreements.

- For the same reasons, the **Catholic Family Sharing Appeal (CFSA) Agreement** should be updated. The services are currently described in vague and general terms. They should be revised and developed to provide clarity and specificity regarding the scope of CCFESD's management of the CFSA. If the CCFESD has access to private donor information, confidentiality and data privacy/protection provisions should be incorporated. Based on your December 13, 2021 letter, it appears that CCFESD is provided access to a database of donor information for the purpose of performing its management obligations under the CFSA. CCFESD's rights and obligations relative to that database should be detailed in its agreement with the Diocese. Donors should likewise be apprised, in connection with their giving, that CCFESD has been retained to assist in processing these donations.
- With respect to the **Contracted Services and Space Agreement**, we recommend updating Attachment A to define, with greater specificity the "finance, accounting and human resources" services that are to be provided by the Chancery. We also recommend striking "Attorney services" from Attachment A. From our perspective, it will be important in any substantive consolidation challenge to demonstrate that CCFESD has retained and consulted with separate and independent legal counsel.
 - While paragraph 3 ("Charges") reflects potentially adequate consideration for the lease of Chancery office and meeting space, the \$37,0000 "rent" amount does not specify a term or duration (e.g., annual v. monthly or tied to the term of the broader agreement in paragraph 1). For clarity and accuracy, this should be clarified. CCFESD should be prepared to establish that the rent is commercially reasonable.
 - The balance of the shared services should not impair a finding of legal separateness. In *In re Snider Bros., Inc.*, 18 B.R. 230, 234 (Bankr. Mass. 1982), for example, debtors used a single bookkeeping staff, shared personnel and equipment and engaged in frequent intercorporate borrowing and guarantees. 18 B.R. at 233. Yet the court determined that the mere association of separate entities in business transactions is not sufficient to justify substantive consolidation. *Id.* The same should hold true with respect to the Contracted Services and Space Agreement.
- Finally, if there are shared services and resources that are not specifically identified in the Contracted Services and Space Agreement (e.g., vehicles), then they should be incorporated into the updated Attachment A.
- We also recommend updating the **Personnel Handbook** as follows:

- On page 16, under use of “Nonprofit Domain Name,” consider striking “and the Bishop of Sioux Falls.” Employees should not be presumed to speak on behalf of the Bishop.
- Although less problematic, consider removing the remaining references to the Bishop and replace those references with “other separate Catholic entities upon which CCFESD supports.” *See, e.g.*, “Conflicts of Interest” on page 8 and “Social Media” on page 16.
- On page 9 of the Personnel Handbook, consider broadening and further defining “Confidential Information.” For example, make clear that Confidential Information includes but is not limited to all information concerning donors or prospective donors including their names, addresses, telephone numbers, the names of their beneficiaries and the amount of their gifts, etc. This definition should also make clear that it applies to all forms of electronic media across CCFESD’s IT systems and cloud-based storage, including (i) any free standing or networked computer or server, including any laptop, mobile phone, tablet, or digital camera; and (ii) any device that may store electronic information, including internal and external hard or flash disk drives, as well as any optical or magnetic media.
- Once “Confidential Information” is properly defined, consider using that defined term consistently throughout the Personnel Handbook. For example, on page 15, subdivision (e) use “Confidential Information” to describe all user obligations to protect Confidential Information. Reference to the “Diocese of Sioux Falls” should be broadened to include “all Confidential Information, regardless of its source, that is within the possession, custody or control of CCFESD.”
- For CCFESD’s **Agency Agreements** with the parishes, we similarly recommend incorporating confidentiality provisions that underscore the importance of data privacy and safeguarding the contributing parishes’ accounts and financial information.
- Access to donor information through Raiser’s Edge should be limited to only those Diocesan employees and volunteers who are necessary to effectuate CCFESD’s obligations under the relevant agency agreements. CCFESD should review its security and data privacy systems to ensure that they cannot be compromised or accessed by persons who are unauthorized to review the donor information. Taft has a robust data privacy and security practice that could separately review and comment on the adequacy of any existing data privacy procedures and protocols.
- Finally, does CCFESD have a Donor Privacy Policy and/or separate Fundraising Policies and Procedures? If not, consider drafting and implementing one. Among other things, conveying to donors the importance that CCFESD places in protecting donor information will help further cultivate trust and confidence in the organization (in addition to protecting it from potential liability).

III. Representative Samplings of Website, Gift Processing and Marketing Materials

To aid a legal separateness determination, we recommend revising the form **Family Endowment Agreement** in two material respects.

- First, to the extent the form will provide for the transfer to an unrestricted fund, consider removing reference to the “Bishop” in connection with any Diocesan discretion over such funds.
- Second, consider striking reference to the “Bishop” in connection with variance powers and, instead, give the CCFESD Executive Committee the authority to determine both: (i) whether the charitable purpose is incapable of fulfillment, and (ii) the alternative purpose consistent with the agreement and donor intent. Per our December 23, 2021 email exchange, we recommend limiting the execution of all CCFESD contracts to authorized signatories.

Similar corresponding edits should be made to paragraph 4 of the **Donor Advised Fund Form**. As it relates to the balance of the exemplar documents provided to Taft:

- The form **Pledge Agreement** and **Pledge Letters of Intent** do not raise similar concerns. However, CCFESD employees should not revise or change form language absent review and approval by CCFESD’s counsel.
- The **Gift Acceptance Policy** likewise does not raise any material legal separateness concerns. However, consider clarifying that absent a donor’s request to remain anonymous, CCFESD reserves the right to identify the donor and its contact information to the designated beneficiary.
- The **Volunteer Agreement** should be updated to incorporate the more robust definition of Confidential Information as proposed in connection with the Personnel Handbook. The two-part agreement above the signature line should also be updated to reflect the obligation not to alter, delete or transfer electronically stored information (including .PST files) from any of CCFESD’s IT systems or cloud-based storage platforms.
- Co-Sponsorship with the Diocese in connection with the **End of Life Guide** should not cause legal separateness concerns and does not need to be modified or edited from our perspective.

IV. General Finance Structure

The principal issue for consideration is whether CCFESD should engage the Diocesan Investment Committee or constitute its own, either as a separate or secondary CCFESD committee under Sections 4.01 and 4.02 of CCFESD’s bylaws. Because CCFESD has a strong economic

interest in leveraging the talents and skills of current members of the Diocesan Investment Committee (and the Consultants and Investment Managers retained by it), we do not believe it is necessary for CCFESD to appoint its own, separate investment committee subject to the following caveats:

- Consistent with CCFESD's Statement of Investment Policy, CCFESD should make clear that its Board is engaging the Diocesan Investment Committee solely to provide *advice* and *recommendations* to the CCFESD Board's Finance Committee, which in conjunction with the Board's oversight responsibilities, shall possess and retain the ultimate decision-making authority relative to all investment decisions. Retaining control of such decision-making authority at the CCFESD Board level is important because the Charter for the Diocesan Investment Committee gives very broad authority and discretion to the Bishop. Among other things, all members and chairs of the Diocesan Investment Committee are appointed and serve at the pleasure of the Bishop and all amendments to the Charter are subject to approval by the Bishop.
- CCFESD should also be careful to observe corporate formalities by adopting a Board resolution specifically appointing the Diocesan Investment Committee to serve as the organization's advisory investment committee in accordance with Article II of the Diocesan Investment Committee Charter. Consider also updating CCFESD's bylaws to expressly enumerate that for purposes of this committee, it shall be an Adopting Organization as defined in the bylaws of the Catholic Member Corporation.

Finally, because the Finance Committee should retain ultimately authority over CCFESD's implementation and oversight of the investment policy, we recommend striking reference to the "Bishop of Sioux Falls" on page 11 of the Investment Policy Statement.

V. Ownership of Real Property

CCFESD has not supplied any real property or lease agreements for Taft's review beyond the Contracted Services and Space Agreement discussed above. Any other lease or rent agreements should provide arm's length consideration. In our experience, \$1 leases, for instance, are highly problematic from a legal separateness standpoint.

CCFESD has asked whether it should accept non-cash real estate gifts and manage such property as an investment. While the CCFESD Gift Acceptance Policy provides CCFESD with discretion in accepting such gifts, and the currently robust real estate market may seem enticing, CCFESD should proceed cautiously in accepting and holding real estate. The risks of accepting and holding real estate gifts include liability for environmental hazards, potentially complex tax implications, and the cost and expense required to resolve any partnership, lien, zoning and potential encumbrances on the property. There is also the potential for down-range premise liability in connection with any injuries or property loss.

If CCFESD elects to accept and manage certain real estate gifts, it should establish firm guidelines and perform a careful case-by-case risk assessment that includes environment inspection, market appraisal, site visits, title searches and inquiry into the donor's motivation for gifting the property.

VI. Roles and Relationships

In response to the questions posed on page 7 of your correspondence dated December 13, 2021, we would counsel against expanding CCFESD's role as trustee beyond charitable trusts. Were CCFESD to expand its role by serving as a trustee of Diocesan-sponsored entities, it may raise the specter of the financial and operational entanglement issues addressed in Sections A and B of the Legal Framework above. Both to avoid similar legal separateness issues and obviate potential conflicts of interest, we would similarly recommend that CCFESD avoid serving as a power of attorney (POA) or otherwise becoming legally authorized or designated to make financial decisions for Diocesan priests or employees. While CCFESD is free to disseminate form documents for use by others, we agree that CCFESD, like many healthcare organizations, should have a policy that its employees cannot witness or serve as a notary to any power of attorney.

As it relates to ancillary services provided by the Diocese, and consistent with the analysis above, CCFESD should have its own independent legal counsel and should not form attorney-client relationships with Diocesan priests and employees. From our perspective, offering Bioethics Consulting services for end of life planning does not present the same concern. If these consultation services will be offered, then they should be specifically identified and included in Attachment A of the Contracted Services and Space Agreement.

Appendix A

Representative Documents Reviewed
cover letter 12-13-21.docx
Donor Advised Fund Agrmt Template.docx
Employee HANDBOOK CCFESD (1).pdf
End of Life Planning Guide Layout pdf fill & print.pdf
Endowment Agreement Template.docx
Endowment Distribution Sheet.pdf
Gift Acceptance Policy for Audit.docx
Gift Form FY 2021.docx
Letter sent with Check to Beneficiaries.docx
Mitchell Catholic community - CCFESD partnership agreement.pdf
Monthly List of donations to Newman Center.XLSX
Newman Center Agreement.docx
Outgoing Check-EFT Letter to beneficiary.docx
Parish Deposit and Loan Fund Trust.pdf
Pledge Agreement - General Couple.docx
Pledge Letter of Intent - General Couple.docx
Priest Pension Plan Final 121312.pdf
Priest Pension Trust Final 121312.pdf
Raisers Edge Database permissions.xlsx
Resolution of Representative Authorizations.docx
Services and Space Agreement.docx
Type I Supporting Organization Letter from attorney.pdf
Volunteer Confidentiality Agreement.docx
2021 CCFESD Bank Account Authorization.docx
2021 CCFESD Contract Authorization.docx
2021 CCFESD General Restrictions.docx
2021 CCFESD Investment Policy.pdf
2021 Grant Policy and Procedures.pdf
2022FY - Staff Flowchart.pdf
180522 Signed Full Board Meeting Minutes.pdf
181108 Signed Full Board Minutes.pdf
190425 Full Board Minutes Signed.pdf
191107 Full Board Minutes Signed.pdf
200430 Full Board Minutes Signed.pdf
210429 Full Board Meeting Signed Minutes.pdf
211104 Full Board Meeting Signed Minutes.pdf
AAAgency Acct Agrmt Template.docx
Agency Acct Agrmt Template.docx
ARTICLES OF INCORPORATION with track changes.docx
Articles Catholic Member Corporation Articles_Certified_Dec 2014.pdf
AUTHORIZATION FORM for Donation Direct Deposit -ACH CCFESD.p
Board Affirmation statement.pdf
Board Member List 2021.XLSX
BYLAWS with track changes.docx
Bylaws The Catholic Member Corporation 24 November 2015.pdf
Campaign Agreement.docx
CFSA Agreement.docx
Charitable Tax Receipt.docx
Charter of Diocesan Investment Committee April 2013.pdf
Conflicts of Interest Policy Updated.docx