

# **Covenant Agreement of the Synod of the Sun Partnership for Disaster Recovery**

## **Covenant Theology of the Synod PDR**

This document describes a network within a covenant theology, which recognizes the connectional and relational nature of the church and the importance of serving the denomination, presbyteries, and their constituent churches to strengthen the entire body of Christ. A covenant is rooted in relationships and trust with specific responsibilities for each covenant partner. It is agreed each covenant partner will assume sole responsibility for its own actions and inactions. It is also agreed the creation and signing of this covenant does not hold the partners legally liable for the actions of the other. Covenant Partners of the Synod Partnership for Disaster Recovery (SPDR) are Synod of the Sun (Synod); its 11 presbyteries (Presbyteries); and Presbyterian Disaster Assistance (PDA), operating for corporate purposes via Presbyterian Church (U.S.A.), A Corporation (hereinafter referred to as PDA). Synod of the Sun, its 11 presbyteries, and PDA are distinct entities. They are independent, neither are they being controlled by the other. They are not in a legal partnership, joint venture, or similar legal relationship. Synod of the Sun, its 11 presbyteries, and PDA may be referred to in this Covenant as a “Party” and collectively as “Parties”.

## **Introduction**

Synod Partnership for Disaster Recovery (SPDR) is a four-year pilot initiative that seeks to connect the ongoing needs of the Covenant Partners to prepare for, respond to, recover from, and mitigate against disaster events.

## **General Statement of the Initiative**

### **SPDR:**

- Provides Cooperation, Communication, Coordination and Collaboration (the 4C’s) of and between relationships and operational mechanisms with the Covenant Partners (Synod, Presbyteries and PDA)
- Identifies and develops resources and recommends protocols to be used by Presbyteries in times of disaster
- Leads and supports training for disaster preparedness and response for Presbyteries and their member congregations in serving their people and their communities
- Communicates and coordinates with other disaster organizations, including community and faith-based organizations; the private sector; and governments at all levels.

## **Covenant Partners Commitments**

### **PDA agrees to:**

- Recognize SPDR as co-equal covenant partners in effecting PDA’s mission in Synod of the Sun
- Make annual contributions based on the draft budget developed by Synod of the Sun (Appendix A) for four years in support of SPDR’s creation, development, initial operations, and assessment as follows: Year 1: 75%; Year 2: 70%; Year 3: 60%; Year 4: 50%.
- Continue to provide disaster grants as needed to the Synod and the Presbyteries based on qualified applications
- Provide church-wide visibility for SPDR through PDA’s website, “Mission Mosaic” magazine, and emergency appeals
- Make available PDA’s Associate for Disaster Response, U.S. (or designee) to serve as member of the SPDR Leadership Group
- Make available PDA’s Associate for Disaster Response, U.S. (or designee) to serve as member of the group charged with recruitment, recommendation, and evaluation of SPDR director
- Include SPDR’s director in all organizational, operational, and communication decisions pertaining to SPDR partnership with PDA as detailed in the director’s position description
- Participate in a review of the SPDR initiative at 36 months to evaluate its contributions, gaps, possible remedies, and continuation prospects

### **Synod of the Sun agrees to:**

- Recognize PDA as a co-equal covenant partner in effecting SPDR’s mission
- Make annual contributions based on the draft budget (Appendix A) and *remaining balance after PDA contribution* for four years in support of SPDR’s creation, development, initial operations, and assessment as follows: Year 1: 50%; Year 2: 25%; Year 3: 15%; and Year 4: 10%.
- Develop robust relationships, policies and practices that inspire presbyteries to participate and make contributions to Synod of the Sun in support of SPDR
- Keep Presbyteries informed and engaged in the long-term disaster recovery taking place within their bounds

- Provide Synod-wide visibility for PDA within its Presbyteries and external partnerships through internal and external written and oral reports
- Provide for synod-wide disaster liaising and incident coordination for PDA through SPDR
- Provide Synod-wide visibility for PDA within congregations through effective communication such as testimonials from volunteers, short videos, pastors' commendations from the pulpit, PDA, committee member's experiential reports and invitations to volunteer, etc.
- Encourage Presbyteries, congregations, and individuals to support the One Great Hour of Sharing and promote special PDA appeals
- Provide full financial accountability and transparency to PDA via an annual SPDR budget, quarterly revenue and expense report, and an at least bi-annual, end of year financial review
- Include PDA's Associate for Disaster Response, U.S. (or designee) to serve as a member of the SPDR Leadership Group
- Include PDA's Associate for Disaster Response, U.S. (or designee) to serve as a member of a committee or group charged with recruitment, recommendation, and evaluation of SPDR Director
- Include PDA's Associate for Disaster Response, U.S. (or designee) in all organizational, operational, and communication decisions pertaining to SPDR's partnership with PDA
- Participate in a review of the SPDR initiative at 36 months to evaluate its contributions, gaps, possible remedies, and continuation prospects
- Act in accordance with the Memorandum of Partnership (Appendix B) provided to presbyteries who have made an investment over and above the annual contribution.
- When/If the program ends, partner presbyteries will have the opportunity to either re-designate the gift, or have funds returned to them based on the percentage of participation in the overall program. That percentage will be figured based on total monetary investment (investment and annual contribution).

**Presbyteries agree to:**

- Recognize the Synod and PDA as co-equal covenant partners in effecting their respective, disaster-related missions

- Make significant annual contributions for four years in support of SPDR’s creation, development, initial operations, and assessment; In the event of financial hardship, a presbytery may request assistance from other presbyteries and/or the synod in covering their portion of the annual contribution; No presbytery covenant partner will be neglected by the SPDR for non-payment
- Encourage congregations and individuals to support the One Great Hour of Sharing and promote special PDA appeals
- Recruit people for their SPDR Liaison who are passionate about and committed to disaster preparedness, response, recovery, and mitigation
- Provide presbytery-wide visibility for SPDR within congregations through effective communication such as testimonials from volunteers, short videos, pastors’ commendations from the pulpit, PDA, committee member’s experiential reports and invitations to volunteer, etc.
- Include SPDR staff and/or representatives on the agenda of regular meetings of the presbyteries
- Participate in a review of the SPDR initiative at 36 months to evaluate its contributions, gaps, possible remedies, and continuation prospects

### **Organization**

SPDR is a four-year pilot initiative of its Covenant Partners and overseen by Synod of the Sun’s Assembly. A Leadership Group, consisting of at least the Synod Leader, leaders from three Presbyteries, and PDA’s Associate for Disaster Response, U.S. (or designee), function as a *de facto* executive committee of the Synod’s Assembly. As with a wheel with a hub and spokes, SPDR is the Synod-based hub, connecting with the Presbyteries for the 4C’s (Cooperation, Communication, Coordination and Collaboration) before, during, and after a disaster.

SPDR staff consist of a paid full-time director (Appendix D), who is employed by the Synod of the Sun and who reports for employment purposes to the Synod leader. PDA is not a joint employer of the full-time director. Presbyteries-based staff, called SPDR Liaisons, paid or volunteer, report to a Presbytery leader. Synod-based staff recruitment, hiring and performance evaluation is led jointly by the Leadership Group and representation from synod’s Personnel Committee.

### **Programs**

SPDR projects and programs will include at least:

- Development and implementation of a *blue-sky* (when the daily operations are executed when natural disasters aren’t occurring) and a *gray sky* (when a natural disaster occurs, and all hands are on deck assisting with disaster survivors) communication network and protocols between the Presbyteries

- Development and implementation of a human and material resource database
- Volunteer management protocols and deployment
- Material resource management protocols, development, storage, and deployment
- Blue sky disaster training
- Marketing initiatives and fundraising appeals
- Communication and cooperation with other groups active in disaster

### **Modification**

This Covenant may be modified upon the mutual written consent of all Parties.

### **Effective Date**

The terms of this Covenant will be effective from date of signature to December 31, 2025.

### **Termination**

Each Party may terminate this Covenant for any reason upon 30 business days' notice to the other Parties.

### **Indemnity**

Each Party shall, to the extent allowed by law, defend, indemnify and hold harmless the other Parties from and against any and all claims, losses, causes of action, judgments, damages and expenses to the extent caused by the negligent actions or omissions of the indemnifying party, its employees, officers, or agents for which the indemnifying Party would be liable in law or equity.

### **Entire Agreement**

This Covenant represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, representations, and writings between the Parties relating hereto.

### **Assignment**

This Covenant cannot be assigned by a Party without the prior written consent of the other Parties.

### **Governing Law**

It is understood and agreed by the Parties that this Covenant shall be construed in accordance with the laws of Texas.

**Review and Renewal**

Renewal of the Synod of the Sun Partnership for Disaster Response pilot initiative will begin at 36 months from the date of the Director hire. Review of the Covenant and its renewal will begin in 2025. As part of the review process, consideration should be given to the frequency and severity of disasters in the vast geography of the synod, the continued interest of volunteers, and to the progress being made toward the programs purpose(s).

**같이 갑시다! Gachi Gapsida! Go Together!**

We enter this missional, nonlegal, partnership as a sign of our hope for the future, our willingness to work with andfor one another, in trust and in love for one another, our communities, and as siblings in Christ.

We believe when we work together across boundaries, we make visible the Good News and find wholeness as the Body of Christ. In our common calling, we impact lives together.

**ADOPTED BY:**

**Synod of the Sun**

Printed Name/ Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Presbytery of Arkansas**

Printed Name/ Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Cimarron Presbytery**

Printed Name/ Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Eastern Oklahoma Presbytery**

Printed Name/ Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Grace Presbytery**

Printed Name/ Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Indian Nations Presbytery**

Printed Name/ Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Mission Presbytery**

Printed Name/ Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Presbytery of New Covenant**

Printed Name/ Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Palo Duro Presbytery**

Printed Name/ Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Pines Presbytery**

Printed Name/ Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Presbytery of South Louisiana**

Printed Name/ Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Presbytery of Tres Rios**

Printed Name/ Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Presbyterian Church (U.S.A.), A Corporation**

Printed Name/ Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Presbyterian Disaster Assistance, Director**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix A Draft Budget

Item	Annual (Synod Policies)
Personnel	
Director, 1.0 FTE	\$55,000.00
BOP	\$20,000.00
FICA Share	\$4,500.00
Prof Development (Con Ed)	\$1,500.00
Travel: 50,000 miles @.58/mile	\$29,000
<b>Total Personnel</b>	<b>\$110,000.00</b>
Telephone: 12 months @\$130/month	\$1,560.00
Internet: 12 months @\$120/month	\$600.00
Equipment & Furniture	\$3,000.00
Office supplies	\$500.00
Leadership Group expenses	\$5,000.00
<b>TOTAL Expenses</b>	<b>\$10,660.00</b>
	<b>\$120,660.00</b>

## Appendix B



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### MEMORANDUM OF OPPORTUNITY & PARTNERSHIP

As a good faith effort toward establishing and funding the presence of Presbyterian Disaster Assistance at a consistent, regional and/or synod-wide level into the future, the synod commits to the following as of June 15, 2021:

- Setting aside \$150,000.00 in a separate, board designated fund at Texas Presbyterian Foundation in 2021. *(Approved by synod Coordinating Team, June 14, 2021) \**
- Establishing a separate fund at Texas Presbyterian Foundation in 2021, where any funds received from presbyteries designated for said partnership will be set aside. Presbytery donations will be kept in sub-accounts so as can be easily tracked. *(Approved by synod Coordinating Team, June 14, 2021)*
- Maintaining both funds, untouched and allowed to build until such time as they are needed to fund the partnership between synod, PDA, and the 11 presbyteries of the synod (or their successor(s)). *(Approved by synod Coordinating Team, June 14, 2021) \**
- If the designated funds are not utilized, whether in part or in whole, by the end of the 2025 calendar year, donors have the option to re-designate the gift and interest, or all funds will be returned with appropriate interest to the partner presbytery or its successor. \*
- Providing partners with regular accounting of funds available at Texas Presbyterian Foundation.
- Prior to the implementation of any plan, partners will develop and establish a Covenant Agreement. The Covenant Agreement will include partner responsibilities, methods of accountability, and funding that is equitable, ideally requiring as little additional annual funds from partners as possible. Thereby reducing the impact on future budgets. \*

*\*Approved/Affirmed by Synod Assembly, October 25, 2021.*

## Appendix C Partner Request

Partner	\$	140,000.00	Year 1	Year 2	Year 3	Year 4	Total In
PDA	75/70/60/50		\$105,000.00	\$98,000.00	\$84,000.00	\$70,000.00	\$357,000.00
Balance after PDA			\$35,000.00	\$42,000.00	\$56,000.00	\$70,000.00	\$203,000.00
Synod	50/25/15/10		\$17,500.00	\$10,500.00	\$8,400.00	\$7,000.00	\$43,400.00
11 Presbyteries			\$17,500.00	\$31,500.00	\$47,600.00	\$63,000.00	\$159,600.00
			\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$560,000.00
Arkansas			\$1,590.91	\$2,863.64	\$4,327.27	\$5,727.28	\$14,509.10
Cimarron			\$1,590.91	\$2,863.64	\$4,327.27	\$5,727.28	\$14,509.10
Eastern Oklahoma			\$1,590.91	\$2,863.64	\$4,327.27	\$5,727.28	\$14,509.10
Grace			\$1,590.91	\$2,863.64	\$4,327.27	\$5,727.28	\$14,509.10
Indian Nations			\$1,590.91	\$2,863.64	\$4,327.27	\$5,727.28	\$14,509.10
Mission			\$1,590.91	\$2,863.64	\$4,327.27	\$5,727.28	\$14,509.10
New Covenant			\$1,590.91	\$2,863.64	\$4,327.27	\$5,727.28	\$14,509.10
Palo Duro			\$1,590.91	\$2,863.64	\$4,327.27	\$5,727.28	\$14,509.10
Pines			\$1,590.91	\$2,863.64	\$4,327.27	\$5,727.28	\$14,509.10
South Louisiana			\$1,590.91	\$2,863.64	\$4,327.27	\$5,727.28	\$14,509.10
Tres Rios			\$1,590.91	\$2,863.64	\$4,327.27	\$5,727.28	\$14,509.10
<b>Total</b>			\$17,500.00	\$31,500.04	\$47,599.97	\$63,000.08	\$159,600.09

**Request:**

**\$5, 000 per Presbytery per year      \$55,000.00      \$55,000.00      \$55,000.00      \$55,000.00      \$220,000.00**

## Appendix D Position Description

### Position Description: Director of SPDR

Name of Employer: Synod of the Sun

Reports To: Synod leader (during PDA National Response Team deployments, coordinates with, but does not report to for employment purposes, the PDA Associate for Disaster Response, U.S. related to NRT missions)

Responsibilities:

- Leadership:
  - Lead SPDR in a manner that supports and guides its mission as defined by the Synod Assembly
  - Communicate effectively with the Synod Leader and provide, in a timely and accurate manner, all information necessary for their oversight role
- Financial
  - Oversee fundraising and other revenue development necessary to support SPDR's mission while honoring Synod procedures
  - Works closely with and assists Presbyteries to identify, monitor, and report on PDA disaster grants
  - Develop annual budget in collaboration with Synod Leader
  - Submit to the Synod leader monthly financial statements that accurately reflect the financial condition of the initiative
  - Operates within the approved budget, ensures maximum resource utilization, and maintenance of the initiative in a positive financial position
- Organization Mission and Strategy
  - Develop a first year 30-day, 90-day, and annual program plan
  - Develop and implement SPDR programs and initiatives
  - Advance SPDR's communication, image, and advancement of its mission by working closely with Covenant Partners, congregations, external partners, and government officials
  - Empower Presbyteries' SPDR Liaisons to be primary SPDR liaisons within presbyteries
  - Coordinate with educational and training events within the Presbyteries
- Organization Operations
  - Responsible for effective administration of SPDR operations
  - Serve as Synod disaster liaison and incident coordinator for SPDR and PDA in disasters, including:
    - Promoting the 4Cs (Cooperation, Communication, Coordination and Collaboration) with Presbyteries' staff/volunteers, key faith-based, community, business, and government sectors at local, state, and national levels
    - Communicating and coordinating with PDAs Nation Response Team members assigned to the Presbyteries
    - Managing volunteers to work with response and recovery groups in close partnership with PDA's National Call Center
    - Communicate and collaborate with PDA-sponsored, presbytery-based staff when an event warrants their addition

## Appendix D Position Description

- Collaborate with Presbyterian Women to develop, train, and empower groups within presbyteries during blue sky periods to lead disaster response initiatives
- Other Duties
  - Attend PDA-sponsored national training events, as assigned
  - Perform other duties that may be assigned by the Synod Leader

### Essential Position Requirements:

Education	Bachelor's degree required, master's degree preferred, in human service field such as social work, community organizing, international development, ministry, etc.
Experience	Minimum of one year in disaster management; direct experience with the PC(USA) required
Required Skills	Public speaking; fundraising; competence in MS Office applications; social media; video conferencing platforms; must be able to travel extensively
Required Competencies	<p><i>Collaborative:</i> Works together with all stakeholders in an inclusive community, invites input, shares ideas and seeks the best ways to accomplish common goals and easily adapts to a dynamic work environment</p> <p><i>Accountable:</i> Takes responsibility for actions and works with integrity, transparency, and compassion</p> <p><i>Responsive:</i> Responds to the voice and needs of the Covenant Partners by being timely, helpful, enthusiastic, and mission-oriented</p> <p><i>Resiliency, flexibility, change management:</i> Shows an openness to and a readiness for the dynamic changes in a disaster environment</p> <p><i>Organization:</i> Strong organizational skills and the ability to take the lead in office organization</p> <p><i>Communication:</i> Outstanding written, phone, and verbal skills</p> <p><i>Excellence:</i> Works with passion, energy, intelligence, and imagination</p> <p><i>Cultural Proficiency:</i> Understands and values differences in various cultures within and outside the organization. Manages dynamics of cultural differences within a work group. Adapts to cultural diversity by continuously learning about differences and creates opportunities for staff to learn about one another. Understanding of and sensitivity to refugee, immigration, and migrant issues.</p> <p><i>Ecclesiastical Relationship:</i> Familiarity and understanding of PC(USA) structures and governance and the role of presbyteries.</p> <p><i>Life / Work Balance:</i> Recognizes the importance of rest and renewal and the need to maintain an appropriate balance between work life and personal life by adapting to changing needs at work, taking time to pursue personal interests, seeking others' help and discernment when needed and responding appropriately when overcommitted or when faced with stressful or dynamic situations.</p>
Physical Requirements	Must possess the ability to perform above job-related duties.