

Agreement of Reunion
of the Episcopal Diocese of Texas and the Episcopal
Church in North Texas

This **Agreement of Reunion** is made pursuant to Canon I.10.6 of the Canons of The Episcopal Church (“Canon I.10.6”) between the Episcopal Diocese of Texas (the “Diocese of Texas”) and The Episcopal Church in North Texas (the “Diocese of North Texas”) for the purpose of effecting the reunion of these two Dioceses (the “Reunion”), in accordance with Canon I.10.6 and this Agreement, as follows:

1. **History of the Dioceses.** The Diocese of Texas and the Diocese of North Texas were once one diocese, parts of a state-wide diocese called the Diocese of Texas, which was formed in 1849 by action of the General Convention of The Episcopal Church (“General Convention”). In 1874, by a division and declaration made by the General Convention, the Missionary District of Northern Texas (“Missionary District”) was created out of the Diocese of Texas. In 1895, General Convention elevated the Missionary District into the Diocese of Northern Texas. Subsequently, the Diocese of Northern Texas was renamed the Diocese of Dallas. In 1982, General Convention divided the Diocese of Dallas into two, thereby creating the Diocese of Fort Worth, which is currently named The Episcopal Church in North Texas. It is now the desire of the Diocese of Texas and the Diocese of North Texas to reunite and to be known hereafter as the Diocese of Texas.

2. **Effective Date of this Agreement.** This Agreement shall become effective upon the completion of the last to occur of the following:

- (a) the consent of the Bishop of the Diocese of Texas and of the Provisional Bishop of the Diocese of North Texas;
- (b) the consent of the Standing Committee of the Diocese of Texas and the Standing Committee of the Diocese of North Texas; and
- (c) the approval of the Council of the Diocese of Texas and of the Convention of the Diocese of North Texas.

3. **Consent of the Bishops of Texas and North Texas.** The Bishop of the Diocese of Texas, the Right Reverend C. Andrew Doyle, and the Provisional Bishop of the Diocese of North Texas, the Right Reverend J. Scott Mayer, in support of this Reunion, hereby consent to this Agreement, as evidenced by their respective signatures affixed hereto.

4. **Consent of the Standing Committees.** The foregoing consents of the Bishops have been given upon the advice and consent of their respective Standing Committees which, in support of this Reunion, also consent to this Agreement, as evidenced by the signatures affixed hereto by the President of the Standing Committee of the Diocese of Texas and the President of the Standing Committee of the Diocese of North Texas.

5. **Effectiveness of the Reunion.** Following the approval of this Agreement by the Council of the Diocese of Texas and the Convention of the Diocese of North Texas, the Reunion shall become effective upon the completion of following:

- (a) the certification of the foregoing results to the Secretary of the House of Deputies of the General Convention;
- (b) the approval by a majority vote of the House of Bishops of The Episcopal Church; and
- (c) the approval by a majority vote of the House of Deputies of The Episcopal Church.

Whereupon the Reunion shall be complete, pursuant to Canon I.10.6.

6. **Acts following the Reunion.** Upon the effectiveness of the Reunion the following shall occur:

(a) The Diocese of Texas shall establish a regional office in Fort Worth, and the Bishop of the Diocese of Texas shall take the steps necessary under Canon III.12.5 of the Canons of The Episcopal Church to employ an additional Assistant Bishop of the Diocese of Texas resident in the Fort Worth office, including seeking the consent of the Standing Committee and the approval of the Council of the Diocese of Texas.

(b) The Diocese of Texas being the canonical successor to the Diocese of North Texas, all clergy in good standing who are canonically resident in the Diocese of North Texas shall become canonically resident in the Diocese of Texas, subject to the direction of the Bishop of Texas, including pastoral direction, pursuant to the Constitution and Canons of The Episcopal Church and of the Diocese of Texas. To that end, the Provisional Bishop of the Diocese of North Texas and the Bishop of the Diocese of Texas shall provide the Letters Dimissory and certificates of transfer required by Canon III.9.4 of the Canons of The Episcopal Church to effect the transfers. All previous or existing accessions, agreements, or duties to the Diocese of North Texas or the Bishop thereof, whether according to civil law or canon law, shall be deemed accessions, agreements, and duties to the Diocese of Texas and the Bishop thereof.

(c) The Diocese of Texas being the canonical successor to the Diocese of North Texas, all parishes, missions, and mission stations of the Diocese of North Texas shall become parishes, missions, and mission stations of the Diocese of Texas, subject to the Constitution and Canons of The Episcopal Church and of the Diocese of Texas. To that end, such parishes, missions, and mission stations shall provide the written notices, applications, and Articles of Association required by Canons III.1 and III.5 for admission into union with the Council of the Diocese of Texas, in form satisfactory to the Bishop of the Diocese of Texas. All previous or existing accessions, agreements, or duties to the Diocese of North Texas or the Bishop thereof, whether according to civil law or canon law, shall be deemed accessions, agreements, and duties to the Diocese of Texas and the Bishop thereof.

(d) All property and assets of the Diocese of North Texas and of the corporation known as

the Corporation of The Episcopal Church in North Texas (the "Corporation"), including the Fund for the Endowment of the Episcopate and the Diocesan Revolving Loan Fund and all other endowments, trusts, cash, investments, real estate, buildings, personal property, and all other property and assets of any kind owned or controlled by the Diocese of North Texas, by the Bishop of the Diocese of North Texas, or by the Corporation, shall become the property and assets of the Diocese of Texas and of the appropriate institutions thereof, as directed by the Bishop of the Diocese of Texas. All such transfers are hereby confirmed and ratified as being consistent with the Constitution and Canons of The Episcopal Church, the Diocese of Texas, and the Diocese of North Texas, and as being consistent with all applicable fiduciary duties of the transferor and transferee bodies, whether such duties arise in canon law or in federal or state secular law. The rights, duties and responsibilities of the Corporation shall also be deemed transferred to the appropriate institutions of the Diocese of Texas, as directed by the Bishop of the Diocese of Texas. As soon as practicable, the Corporation shall be dissolved or merged into an institution of the Diocese of Texas as directed by the Bishop of the Diocese of Texas. In either case, the Diocese of Texas, and its institutions, as designated by the Bishop of Texas, shall be the legal and equitable successors to all rights, claims and assets heretofore owned or controlled by the Diocese of North Texas or by the Corporation.

(e) All officers and other personnel of the Diocese of Texas and of the former Diocese of North Texas shall cooperate fully in effectuating the purposes and provisions of this Agreement, including any re-titling of funds, property or insurance policies, the registration or modification of any property rights, the execution of necessary papers, the transfer of diocesan records, files, and accounts, and any other steps or actions reasonably appurtenant to this Agreement, its purposes, and provisions.

(f) Within the discretion of the Bishop of the Diocese of Texas, employees of the Diocese of North Texas may be offered employment with the Diocese of Texas under terms and conditions to be approved by the Bishop of the Diocese of Texas.

(g) All matters that are the subject of the Reunion or of the Agreement shall be governed by the Constitution and Canons of The Episcopal Church and of the Diocese of Texas. The Diocese of North Texas shall cease to exist, the Constitution and Canons of the Diocese of North Texas shall be of no further force or effect, nor shall any offices, committees, commissions, boards, or other institutions of the Diocese of North Texas continue in existence, including, without limitation, its Standing Committee, Diocesan Convention, Executive Council, and Deaneries. The rights, duties, and responsibilities of all such offices and institutions shall be deemed transferred to the appropriate institutions of the Diocese of Texas, as directed by the Bishop of Texas. Notwithstanding the foregoing, however, the officers, trustees and directors of the Diocese of North Texas and its constituent institutions shall be, and hereby are, empowered, following the effectiveness of the Reunion, to execute and deliver documents and to take actions in the name of the Diocese of North Texas or a constituent institution, as applicable, in order to facilitate the implementation of the Reunion (including without limitation the actions described in section 6(e) above), provided that all such actions following the effectiveness of the Reunion shall be taken only with the consent of the Bishop of the Diocese of Texas.

7. **North Texas Convocation.** Upon effectiveness of the Reunion, all parishes, missions, and mission stations formerly of the Diocese of North Texas shall be designated the "North Region and the Fort Worth Convocation," subject to any future action by the Bishop and the Executive Board of the Diocese of Texas to reorganize or regroup the regions and convocations of the Diocese of Texas.

8. **Elections to Institutions of the Diocese of Texas.** The parties intend that promptly following the effectiveness of the Reunion, all clergy and lay persons who were formerly resident in and members of the Diocese of North Texas shall be fully integrated into the life and work of the reunited Diocese of Texas. To that end, at the first Diocesan Council of the Diocese of Texas following the effectiveness of the Reunion, the Diocese of Texas shall use its best efforts to cause the following representation to be effected in the following institutions and constituent bodies of the Diocese of Texas:

- (a) For election to the Standing Committee of the Diocese of Texas, at least two nominees, one clergy and one layperson, who are residents in the former Diocese of North Texas.
- (b) For election to the Executive Board of the Diocese of Texas, at least two nominees, one clergy and one layperson, who are residents in the former Diocese of North Texas.
- (c) For election to the Protestant Episcopal Church Council of the Diocese of Texas, at least one nominee who is a resident in the former Diocese of North Texas.

The Bishop of the Diocese of Texas will also appoint residents of the former Diocese of North Texas to such regular committees of Council as the Bishop may deem appropriate. The Bishop will also include such residents of the former Diocese of North Texas as the Bishop may consider appropriate on the Bishop's slate of candidates for diocesan boards and institutions that are elected annually by Council upon nomination by the Bishop.

9. **Applicable Law.** This Agreement shall be construed in accordance with (a) the Constitution and Canons of The Episcopal Church, (b) the Constitution and Canons of the Diocese of Texas, (c) the Constitution and Canons of the Diocese of North Texas, and (d) the internal laws of the State of Texas, if applicable. In the event of a conflict between the Constitution and Canons of the Diocese of Texas and those of the Diocese of North Texas, the Constitution and Canons of the Diocese of Texas shall control.

10. **Captions.** The captions in this Agreement are for convenience only and shall not be considered a part hereof or affect the construction or interpretation of any provision of this Agreement.

11. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or Portable Document Format ("PDF") transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original instrument for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

AGREED AND CONSENTED:

DocuSigned by:
/s/ +C. Andrew Doyle 5/20/2022 | 1:31 PM CDT
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The Right Rev. C. Andrew Doyle, Date
IX Bishop of the Diocese of Texas

DocuSigned by:
/s/ +J. Scott Mayer 5/20/2022 | 1:30 PM C
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The Right Rev. J. Scott Mayer, Date
Provisional Bishop of the Diocese of North Texas

DocuSigned by:
/s/ James Abbot 5/20/2022 | 12:54 PM CDT
D910D05B4C4F447...
The Rev. James Michael Abbott, Date
President of the Standing Committee,
Diocese of Texas

DocuSigned by:
/s/ Dana Wilson 5/20/2022 | 1:49 PM CDT
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The Rev. Deacon Dana Wilson, Date
President of the Standing Committee,
Diocese of North Texas

