

CHAPLAIN MZIZI · RESOURCE 04

Agency–Chaplain Memorandum of Understanding

A starting-point template between a law enforcement agency and its chaplain corps. Adapt every bracketed section to your jurisdiction; have agency counsel review before adoption.

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BEFORE YOU ADAPT THIS

This template reflects common practice across U.S. agencies, not legal advice for your jurisdiction. Employment law, volunteer-liability statutes, and clergy-privilege rules vary by state. Route the adapted draft through agency legal counsel and your risk manager before signature.

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into between **[AGENCY NAME]** ("the Agency") and **[CHAPLAIN NAME / CHAPLAIN CORPS NAME]** ("the Chaplain(s)", effective **[DATE]**.

1. Purpose

The purpose of this MOU is to define the relationship, scope of services, authority, and mutual obligations between the Agency and the Chaplain(s) serving under the Agency's chaplaincy program.

2. Status of the Chaplain

- The Chaplain serves as an unpaid volunteer **[or: contracted service provider]** and is not an employee of the Agency.
- The Chaplain holds no law-enforcement authority, carries no weapon on duty, and makes no arrests, searches, or enforcement decisions.
- The Chaplain serves at the pleasure of the **[Chief / Sheriff / designee]** and under the day-to-day direction of the **[Program Coordinator title]**.

3. Scope of Services

The Chaplain may, as requested and authorized:

- Provide confidential spiritual and emotional support to Agency personnel, their families, and members of the public affected by incidents the Agency responds to;
- Respond to critical incidents, death notifications, line-of-duty injuries or deaths, and other callouts at the direction of the incident commander;
- Participate in ride-alongs, station visits, and Agency ceremonies (invocations, memorials, graduations);
- Refer persons served to licensed professional care where a need exceeds pastoral scope.

The Chaplain shall not: conduct investigations, take or handle evidence, interview witnesses for investigative purposes, speak to media on behalf of the Agency, or engage in proselytizing while on duty.

4. Confidentiality

- Communications made to the Chaplain in the course of pastoral care are held in confidence, subject to the exceptions in Section 4.2.
- Exceptions: imminent risk of harm to self or others; suspected abuse of a child, elder, or dependent adult; and disclosures required by law or valid court order. Where practical, the Chaplain informs the individual before any such disclosure.
- The Agency shall not direct the Chaplain to disclose the content of pastoral communications. The Chaplain's activity logs record incident type, date, and time only.
- The parties acknowledge that the scope of clergy–penitent privilege is defined by **[STATE]** law, and nothing in this MOU enlarges it.

5. Selection, Training & Standards

- Chaplains are appointed following the Agency's screening process, including background investigation and **[interview panel / ride-along evaluation / other]**.
- Chaplains maintain endorsement in good standing from a recognized faith community and complete **[required basic training course]** within **[N]** months of appointment, plus **[N]** hours of continuing education annually.
- Chaplains abide by the Agency chaplaincy Code of Ethics attached as **Exhibit A**.

6. Identification, Access & Equipment

- The Agency issues the Chaplain identification credentials, and **[uniform items / radio access / vehicle placard as applicable]**, all of which remain Agency property.
- Access to facilities, scenes, and records is limited to what the Chaplain's duties require and what the incident commander authorizes.

7. Liability & Insurance

- While acting within the scope of assigned duties, the Chaplain is covered under **[state volunteer-protection statute / Agency volunteer insurance / municipal coverage — specify]**.
- The Chaplain maintains **[any required personal coverage, e.g., auto insurance for ride-along transport]**.
- Each party bears responsibility for the acts of its own personnel to the extent provided by law. **[Insert indemnification language per counsel.]**

8. Term, Review & Termination

- This MOU is effective for **[one year]** from the effective date and renews upon written mutual agreement following an annual program review.
- Either party may terminate this MOU, with or without cause, upon **[30]** days' written notice. The Agency may suspend a chaplain's access immediately pending review where circumstances warrant.
- Upon termination, the Chaplain returns all Agency property and credentials. Confidentiality obligations survive termination.

Signatures

[CHIEF / SHERIFF], [AGENCY NAME] — DATE

CHAPLAIN / CHAPLAIN CORPS REPRESENTATIVE — DATE

PROGRAM COORDINATOR — DATE

*Why each clause is here — including the program failures that taught the field to write them down — is covered in the program-design chapters of *Chaplain with a Badge: Guidelines for Law Enforcement Chaplaincy*. A companion 90-day launch roadmap is at chaplainmzizi.com/learn/start-a-chaplaincy-program.*

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