

RECTOR'S LETTER OF AGREEMENT

between

The Wardens and Vestry of the

Episcopal Church of _____ in

_____ and

The Reverend _____

Who, with the concurrence of the Bishop of _____, the understanding that this tenure is to continue until dissolved by mutual consent or by arbitration and decision as provided by the relevant Canons of the Diocese of _____ and of the General Convention, in particular Canon 21 of Title III of the Canons of the Episcopal Church.

PREAMBLE

The Rector shall lead the Episcopal Church of (Name of Church) _____ as pastor, priest and teacher, sharing in the councils of the congregation of _____ and of the whole Episcopal Church, in communication with the Bishop. By word and action, informed at all times by the Holy Scriptures, the Book Common Prayer, and the Constitution and Canons of the Episcopal Church and the Diocese of _____, the Rector shall proclaim the Gospel, love and serve Christ's people, nourish them, and strengthen them to glorify God in this life and in the Life to come. The Rector's work includes not only activities directed to this congregation and its well-being, but also activities on behalf of the Diocese and the community.

This ministry will be further described in a Position Description and a Wellness Agreement, developed and approved by the Rector, Wardens and Vestry and approved by the Bishop, which will be completed by the seventh month of their ministry together and shall be reviewed annually. The Position Description and Wellness Agreement shall be considered a part of this Letter of Agreement when completed. A Goals Statement developed and approved by the Rector, Wardens and Vestry on _____ for the first six months of the Rector's ministry, is attached to and made part of this Letter of Agreement.

SECTION A

Times of Work and Leave

1. The Rector's scheduled work week is 10 units of four hours (40 hours) including Sundays, of mornings, afternoons or evenings in various combinations, not to exceed 12 units, (50 hours), reflecting

the demands of this ministry. In general, no more than three evenings' work per week are expected. The Rector is expected to preserve at least one continuous twenty-four hour period each week solely for personal and family use.

2. The Rector will have the following periods of leave at full compensation:

A. Ten National Holidays, which may be transferred to a date which will not interfere with worship for major feast days/occasions;

B. One month Annual Vacation, which shall include five Sundays. Vacations will be, taken annually, and no portion of accumulated vacation time may be carried forward to succeeding years;

C. Professional development leave or Continuing Education of at the rate of two weeks per year, which shall not be cumulative, with a stipend of \$ _____ per year.

D. One month accrued per year of service in this congregation for sabbatical leave, not to exceed maximum accrued leave of six months, to be available after the fourth year, and cumulative through the sixth year. Sabbatical time may be taken in one or more installments, e.g. three months one year, three months the next. Sabbatical arrangements shall be made in consultation with the Vestry, to insure benefits for the congregation as well as for the Rector. Except by mutual, written agreement, the Rector will remain with Church for at least one year following any sabbatical leave. The Vestry will place money in the budget of Church each year to create a Sabbatical Reserve.

E. Sick leave and/or personal time off shall be 12 working days per year up to a total of 30 working days in cases of serious illness or injury. No payment shall be made for accrued sick leave upon termination of the Rector's position at Church.

F. Six weeks Family Medical Leave with full pay for the period immediately surrounding the birth/adoption of a child, or the care of an immediate family member (parent, spouse,/partner, sibling, child) with a serious health condition, will be allowed to the Rector, beginning at a time decided by the Rector. An additional unpaid leave of absence of six weeks, if necessary, may be taken beyond the initial period of family leave. All benefits and job rights remain in effect during this time.

G. Quality Time Sundays Off: as described in *Clergy Wellness and Mutual Ministry*, the Rector may take 2-4 Sundays off a year, in addition to his/her regular vacation. Suggested weekends might be Memorial Day weekend or Labor Day weekend.

SECTION B

Compensation

1. Based on the Rector's parish experience, his/her annual cash stipend will be \$ _____ to be paid in equal monthly installments on or before the first day of the month based on the current Diocese of California graded clergy salary standards. The Rector's stipend will be reviewed annually in the light of those standards and cost of living increases. The Vestry may additionally approve merit increases deemed appropriate by the Vestry. Concurrent with this Agreement and at the Rector's request, the Vestry has designated a portion of total cash stipend as a housing allowance under section 107 of the Internal Revenue Code, as set forth on Schedule I attached to and made part of this Agreement.

2. The Rector shall receive reimbursement for one-half of all self-employment tax contributions actually paid by the Rector, to the amount of \$ _____ which results from the Rector's total cash stipend, quarterly before the 15th of April, June, September, and December.

3. The Vestry shall provide for the following benefits:

A. Church Pension Fund Assessment on the sum of the Rector's total annual cash stipend (including housing allowance), plus the Rector's self-employment contributions reimbursement as provided above.

B. Medical and dental insurance as delineated in the group plan of the Diocese of: _____ . If equivalent or better medical and dental insurance is provided independently through the employment of Rector's spouse, the Rector may sign a release to waive coverage under the Diocesan Plan. The Vestry will not then provide duplicate coverage, but will use the amount of the Diocesan medical and dental insurance premium to provide a nonincome benefit of equal cost. If at any time the Rector revokes the waiver, the Vestry will provide coverage through the Diocesan Group Plan;

C. Group life and Accidental Death and Dismemberment insurance as provided in the Diocesan Group Plan;

D. Weekly and long-term disability insurance as provided in the Diocesan Group Plan; and

E. Workers' Compensation insurance, as provided by state law.

SECTION C

Expenses

The Vestry shall pay the following expenses incurred by the Rector in fulfilling the duties of the position:

1. Reimbursement of actual ministry-related travel expenses will be made at the rate established annually by the Internal Revenue Service, at _____ cents per mile, plus the costs of parking fees, tolls and related travel expenses.

2. A Continuing Education allowance of \$ _____ per year, to be reviewed annually, set aside in a special account and paid to or on behalf of the Rector toward expenses incurred in relation to professional development activities. Unexpended portions of this allowance shall be allowed to accumulate for use in succeeding years up to three (3) years; and

3. The normal expenses of Church's office operation, such as telephone, postage, office equipment, supplies, and secretarial services; the maximum of which shall not exceed an amount designated in the annual operating budget of Church.

SECTION D

Discretionary Fund

An Almoner's Fund, commonly known as a discretionary fund, is established as provided under Title III, Canon 14, Section 2 (f) of the Episcopal Church from gifts given the Church for the purposes of the Fund. The Rector will manage the Fund in accordance with the guidelines adopted by the Finance Committee of the Diocese, a copy of which is attached and incorporated herein by reference.

SECTION E

Supplementary Compensation

The Rector shall not charge fees for performing any rites of the Church (for example, baptisms, marriages, funerals) for members of Church, but is entitled to receive gifts or honoraria for such services from parishioners. Such honoraria or gifts are under the sole control of the Rector, with the understanding that it is customary for gifts for funerals to be placed in the Almoner's (discretionary) Fund.

In addition, the Rector may receive income from other sources, provided such activity does not interfere with the discharge of the Rector's primary duties, such as:

1. Sacramental services on behalf of persons not related to Church;
2. Fees, gifts and honoraria for professional services for groups unrelated to Church, or for sermons, books, articles, music, etc. published outside the Parish.

SECTION F

Use of Buildings

In addition to the use and control of the Church buildings for the discharge of duties of the Rector's office as provided in Title III, Canon 14, Section 1 of the Canons of the Episcopal Church, the Rector may grant use of buildings to individuals or groups from outside the Parish, following guidelines approved by the Rector and the Vestry. Existing Guidelines include seeking the advice of the Building Use Committee.

SECTION G

Mutual Ministry Review

The Rector, Wardens and Vestry agree to an annual discussion and mutual review of the total ministry of the parish. **This shall include a review of the work, the strengths and growth areas of both the Rector and the Vestry.** Recommended guidelines for a Mutual Ministry Review can be obtained from Episcopal Church Center, 815 2nd Ave., NYC, NY 10017 or be seen in the book *Clergy Wellness and Mutual Ministry*.

The Mutual Ministry Review will be undertaken in June and December of each year. The Rector and the Vestry each may request that a third party be engaged to facilitate the review process. The results of this review will be reported in writing to the Bishop of

_____.

The purpose of this Mutual Ministry Review is to:

1. Provide the Rector and Vestry the opportunity to assess how well they are fulfilling their responsibilities to each other and to the ministry they share;
2. Evaluate goals set at the previous Mutual Ministry Review;
3. Review progress on the goals for the works of the parish and congregation for the coming year established at the Vestry retreat, or set goals for the coming year if no Vestry retreat has been held that year.
4. Isolate areas of conflict or disappointment which have not received adequate attention and may be adversely affecting mutual ministry;
5. Clarify expectations of all parties so that future conflicts may be diminished or avoided.

An Outline of the Mutual Ministry Review process will be formulated in time for the first review, and will be attached to this Letter of Agreement and used thereafter.

SECTION H

Housing

The Rector will be responsible for providing his/her own housing, which shall be within a reasonable distance of Church. Any agreement between the Rector and the Wardens and Vestry of Church on terms for the Rector's use of the Parish's Rectory fund will be effective only when made in a written agreement separate from this Letter of Agreement.

SECTION I

Other Agreements

1. The parish Church of _____ will reimburse the Diocese of _____ \$ _____ for air fare incurred by the Diocese of _____ in a search process with the Rector. The Rector will use the airplane tickets purchased with the money to travel to _____ during the week of _____ to look for housing and arrange for moving the Rector's family and household to the _____ area.

2. The parish Church of _____ will reimburse the moving and travel expenses incurred in relocating the Rector's household from _____ to _____. Moving expenses shall include family travel, transporting household goods, and reasonable temporary accommodations during the move, in an amount not to exceed \$ _____ Thousand Dollars (\$ _____,000). The parish shall also reimburse the Rector

for one-half of additional federal and state income taxes actually paid by the Rector which may result from such expense reimbursement. The rector plans to move from

to _____ during the week of _____;

3. The Rector shall begin duties with the congregation on unless delayed by adverse circumstances approved by the Rector and the Vestry. All pay and benefits shall become effective on this date _____;

4. This Letter of Agreement, and its related supplementary Goals Statement, Position Description, Wellness Agreement and Mutual Ministry Review Outline, when completed, and any changes thereto, each shall be signed by the Rector, Wardens and Vestry and made part of the minutes of the next Vestry meeting following the signing of each, and copies shall be given to each new member of the Vestry in succeeding years;

5. In the event of the Rector's death, the Vestry agrees to continue payment of the Rector's cash stipend, and premiums for appropriate medical insurance for the Rector's surviving direct dependents (limited to spouse/partner and children) for a period of three months;

6. This Letter of Agreement may be revised by mutual agreement, generally at the time of the annual Mutual Ministry Reviews, except that the provisions for compensation and expenses may be reviewed and revised as a part of the annual budget development process of the Vestry; and

7. If the Rector and Vestry are in disagreement concerning interpretation of this Letter of Agreement, either party may appeal for mediation by a mutually agreed upon third party. If such mediation does not resolve the disagreement, either party may appeal to the Bishop for mediation, and in such event the decision of the Bishop will be final and binding on the parties.

8. This Letter of Agreement may be signed in counterparts, which together shall constitute one integrated agreement, and each of which when fully executed shall be deemed an original document.

The Rev. _____ Date _____
Rector

Senior Warden _____ Date _____

Junior Warden _____
_____ Date _____

Clerk of the Vestry _____ Date _____

THE LETTER OF AGREEMENT BETWEEN THE WARDENS AND VESTRY OF (Church) _____ AND _____

THE REV. _____ RECTOR,

IS APPROVED AND ACCEPTED:

Date: _____

THE RT. REV. _____

Bishop of the Diocese of _____

GOALS AND STATEMENTS FOR THE FIRST SIX MONTHS

Goals for the Rector:

1. Work with the Vestry to implement a representative Worship Commission that will serve the needs of the Parish.
2. Develop with the Vestry a Position Description, a Wellness Agreement, and an Outline of the Mutual Ministry Review process.
3. Work diligently to learn the names and faces of all persons in the most recent Parish picture directory.
4. Get to know the active families of the Parish.
5. Work with the Vestry to develop a plan to reach out to inactive and former members of Church.
6. Teach at least three, one-hour, adult church school classes.
7. Communicate meaningfully with the Cursillo and/or Outreach community.
8. Meet at least once with each Parish committee.
9. Work collaboratively with the Vestry.
10. Manage and work to empower the Parish staff.
11. Work with the Vestry to address meaningfully the major issues presented by the Church Pre-School.
12. Participate in community, Deanery, and Diocesan activities so that the mission of the congregation beyond itself is furthered.
13. Maintain a pattern of life that sets a wholesome Christian example.

Goals for the Vestry:

1. Work with the Rector to implement a representative Worship Commission that will serve the needs of the Parish. Before the Rector's installation at Church Vestry will recommend persons to serve on the Worship Commission.
2. Work prayerfully with the Rector to discern God's will for Church and for the Rector's ministry at Church.

3. Develop with the Rector a Position Description, a Wellness Agreement, and an Outline of the Mutual Ministry Review process.
4. Get to know and make an effort to understand the Rector, and get to know the Rector's immediate family.
5. Help the Church family extend their love to the Rector and the Rector's family.
6. Work collaboratively with the Rector.
7. Sustain and support the Rector in the Rector's ministry.
8. Sustain and support the Rector's family as needed.
9. Help the Rector and the Rector's family to become part of the Church family.
10. Help integrate the Rector and the Rector's family into the community.
11. Provide an environment for effective ministry by the Rector at Church.
12. Work with the Rector to develop a plan to reach out to inactive and former members of Church.
The Vestry will develop a draft plan before the Rector's installation at Church.

SCHEDULE I

The Rector and the Vestry hereby designate the following portion of the Rector's total cash stipend as a housing allowance under section 107 of the federal Internal Revenue Code:

\$ _____

The Rev. _____ Date _____
Rector

Senior Warden _____ Date _____

Junior Warden _____ Date _____

Clerk of the Vestry _____ Date _____