

Diocesan Model Letter of Agreement (Priest in Charge)¹

Between

The Wardens and Vestry of _____ Church

And The Reverend _____

Who has been elected Priest in Charge with the understanding that this agreement is to continue as part of his continuing priestly formation until dissolved by mutual consent or by arbitration and decision as provided by the relevant Canons of the Diocese of Southwest Florida and of the Episcopal Church.

At the end of three years from the date of this Agreement, the Priest in Charge and the Vestry will be able to enter into negotiations for the Priest in Charge to be called as Rector, with the Bishop remaining as final arbiter.

Preamble

The Priest in Charge shall lead _____ Church as pastor, priest, and teacher, sharing in the councils of this diocese and of the whole Church, in communion with our Bishop. By word and action, informed at all times by the Holy Scriptures, the Book of Common Prayer, and the Constitution and Canons of the Episcopal Church and the Diocese of Southwest Florida, the Priest in Charge 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.

This ministry will be further described in a Priest in Charge Position Description, which meets the mutual agreement of the Priest in Charge, Wardens and Vestry and the approval of the Bishop of Southwest Florida, to be completed between the seventh and twelfth month of their ministry together. When the Priest in Charge Position Description has been thus completed, it shall be considered a part of this Letter of Agreement.

Section A -- Times of Work and Leave

1. The Priest in Charge's work includes not only activities directed to the parish and its well being, but also labors on behalf of the Diocese and community. In general, no more than three evenings per week are expected. The Priest in Charge is expected to preserve at least one continuous twenty-four hour period each week solely for personal and family use, preferably -- whenever possible-- two.
2. The Priest in Charge will have the following periods of leave at full compensation:
 - a) National Holidays, to be taken so as not to interfere with worship for major

¹ This model is adapted from Called to Work Together: A Manual on Letters of Agreement for Clergy and Congregations, by Richard L. Ullman, available for the Church Deployment Office. This revision date: May. 2003

occasions.

b) One month Annual Vacation, consisting of twenty-three workdays, which shall include four Sundays. Vacation time shall not be carried forward unless by written agreement with the Vestry prior to the end of each calendar year.

c) Continuing Education Leave, at the rate of two weeks per year.

d) Sabbatical Leave, generally after seven years of service, may be arranged between the Vestry and the Priest in Charge, insuring benefits for the Parish and the Priest in Charge and in accordance with Diocesan guidelines. Sabbatical leave ordinarily is between three and six months, during which time full benefits shall be continued. For the purposes of a Sabbatical only, the three year period of this Agreement will be attributed as time spent as Rector.

Section B -- Compensation

1. The Priest in Charge's annual salary will be \$_____, paid monthly (or twice monthly) on or before the ____ day of the month, to be reviewed and adjusted annually in light of changes in the Consumer Price Index and the current Diocesan clergy salary guideline.
2. The Priest in Charge shall have full use of the rectory at _____ as personal residence. No parish activities will be planned at the rectory without the invitation of the Priest in Charge's household. Expenses connected with the rectory shall be handled as follows:
 - a) Utilities shall be contracted for and paid directly by the Vestry.
 - b) Expenses for repair, remodeling and major appliances shall be paid by the parish in accordance with an annual plan and budget mutually agreed to by the Priest in Charge and Vestry. Within that plan and budget, the Priest in Charge may authorize such expenditures, up to \$_____ monthly, reporting them within thirty days to the Vestry.
 - c) Use and maintenance of Rectory grounds are at the Priest in Charge's discretion and personal expense unless otherwise stipulated, with the exception of major alterations to the basic landscaping plan, and such grounds maintenance items as may be included in the annual plan and budget referred to in subparagraph (b) above.
3. The Church shall contribute \$_____ annually to a tax sheltered annuity as a housing equity allowance, which is equal to four percent (4 percent) of the Priest in Charge's salary.
4. The Vestry shall pay the following benefits:
 - a) Church Pension Fund assessment as required by canons (18 percent of compensation) on the sum of Priest in Charge's total annual cash salary, housing and utility allowance. (Housing for this purpose is calculated at 30 percent of the combined total of cash salary, and utility allowance.)
 - b) Health and hospital insurance, equivalent to or better than the group plan provided through the Diocese.
 - c) Group life and accidental death and dismemberment insurance through the Diocese, or equivalent to or better than the group plan provided through the

Diocese.

d) Workers' compensation insurance, as required by Florida State Law.

Section C -- Expenses

The Vestry shall pay the following expenses incurred by the Priest in Charge in fulfilling the duties of office:

1. Travel expenses under an accountable reimbursement plan not to exceed \$_____ annually, [or a travel allowance \$_____ of per month, to be reviewed annually in terms of actual travel expenses].
2. The cost of the basic service of a telephone in the Priest in Charge's residence. This telephone number shall be published to insure the Priest in Charge's ready accessibility in case of emergencies. The Priest in Charge shall pay the cost of all personal long distance calls.
3. The normal expenses of the church's office operation, such as telephone, postage, office equipment, supplies, secretarial services, etc.
4. An expense allowance (up to \$_____ annually) for reimbursement of expenses incurred in the course of professional activities on behalf of _____ Church.
5. A Continuing education allowance of at least \$_____ per year, to be reviewed annually paid to or on behalf of the Priest in Charge toward expenses incurred in relation to Professional Development Leave.

Section D -- Discretionary Fund

In accordance with the canons of the Episcopal Church, a Discretionary Fund is to be established as a parish account but under the Priest in Charge's sole control equal to the undesignated offering received at the celebration of the Holy Eucharist on one Sunday in each calendar month, as well as gifts given to the Priest in Charge for the purposes of the Discretionary Fund.

Section E -- Supplementary Compensation

1. The Priest in Charge shall not charge fees for performing any rites of the Church (for example, baptisms, marriages, and funerals) for members of _____ Church.
2. The Priest in Charge may, however, receive income from other sources, such as:
 - Sacramental services on behalf of persons not in any way related to _____ Church.
 - Fees and honoraria for professional services performed on personal time for groups unrelated to _____ Church, or for sermons, books or articles published outside the parish.

The Priest in Charge may engage in reserve military service or other income producing activities up to a total of _____ days per year, which shall not be counted against any leave time.

Section F -- Use of Buildings

In addition to use and control of the Church and Parish buildings for the discharge of duties of the Priest in Charge's office, as provided by canon law, the Priest in Charge shall have the right to grant use of the buildings to individuals or groups from outside the parish, following guidelines approved by both Priest in Charge and Vestry.

Section G -- Mutual Ministry Review

The Priest in Charge, Wardens and Vestry agree to an annual discussion and mutual review of the total ministry of the parish, in order to:
Provide the Priest in Charge, Wardens and Vestry opportunity to assess how well they are fulfilling their responsibilities to each other and to the ministry they share.

Establish goals for the work of the parish for the coming year.

Isolate areas of conflict or disappointment, which have not received adequate attention and may be adversely affecting mutual ministry.

Clarify expectations of all parties to help put any future conflicts in manageable form.

A mutually agreed upon third party may be engaged to facilitate the mutual ministry review process.

Upon review as provided above, agreement of any two of the three parties (Bishop, Priest in Charge or Vestry) to terminate will be sufficient to terminate this Agreement.

Section H -- Other Agreements

1. The Priest in Charge agrees to comply with all risk management policies of the Diocese of Southwest Florida including a background check and training on issues of Sexual Misconduct.
2. All moving and travel expenses incurred in making the move from _____ to _____ shall be paid by Church. The specific moving contract shall be mutually agreed to by the Priest in Charge and Vestry.
3. The moving date shall be in the week of _____. The Priest in Charge shall begin duties in the parish not later than _____, unless delayed by adverse circumstances.
4. All pay and benefits shall become effective on _____.
5. This Letter of Agreement shall be made part of the minutes of the next Vestry meeting following its signing, and copies shall be given to each new Vestry member.

6. In the event of the Priest in Charge's death, the Vestry agrees to continue payment of the Priest in Charge's compensation package and appropriate health and hospital insurance to the Priest in Charge's surviving direct dependents for a period of _____ months. Continued use of the Rectory beyond this term shall be subject to agreements entered into during the term.
7. This letter may be revised by mutual agreement at the time of the annual mutual ministry review, except that compensation and expenses revisions shall be mutually agreed upon in a separate budget process.
8. If the Priest in Charge and Vestry are in disagreement concerning interpretation of this Letter of Agreement, either party may appeal for mediation to the bishop of Southwest Florida or another mutually agreed upon third party, the Bishop remaining the final arbiter.
9. The Priest in Charge and the Vestry agree to participate in the Diocesan program for new ministries.

Date

Priest in Charge

Date

Warden (for Vestry)

Date

Approved: _____
Bishop