

# Diocesan Model Letter of Agreement (Rector)<sup>1</sup>

Between

The Wardens and Vestry of \_\_\_\_\_ Church

And The Reverend \_\_\_\_\_

Who has been elected Rector with 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 Southwest Florida and of the Episcopal Church.

## Preamble

The Rector 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 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.

This ministry will be further described in a Rector Position Description, which meets the mutual agreement of the Rector, 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 Rector 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 Rector'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 Rector 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 Rector 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 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 Rector, insuring benefits for the Parish and the Rector and in accordance with Diocesan guidelines. Sabbatical leave ordinarily is between three and six months, during which time full benefits shall be continued.

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<sup>1</sup> 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

## Section B -- Compensation

1. The Rector'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 Rector 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 Rector'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 Rector and Vestry. Within that plan and budget, the Rector 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 Rector'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 sub-paragraph (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 Rector'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 Rector'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 Rector 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 Rector's residence. This telephone number shall be published to insure the Rector's ready accessibility in case of emergencies. The Rector 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 Rector 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 Rector'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 Rector for the purposes of the Discretionary Fund.

#### Section E -- Supplementary Compensation

1. The Rector shall not charge fees for performing any rites of the Church (for example, baptisms, marriages, and funerals) for members of \_\_\_\_\_ Church.
2. The Rector 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 Rector 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 Rector's office, as provided by canon law, the Rector shall have the right to grant use of the buildings to individuals or groups from outside the parish, following guidelines approved by both Rector and Vestry.

#### 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, in order to:  
Provide the Rector, 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.

**Section H -- Other Agreements**

1. The Rector 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 Rector and Vestry.
3. The moving date shall be in the week of \_\_\_\_\_. The Rector 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 Rector's death, the Vestry agrees to continue payment of the Rector's compensation package and appropriate health and hospital insurance to the Rector'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 Rector 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Priest in Charge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Warden (for Vestry)

\_\_\_\_\_  
Date

Approved: \_\_\_\_\_  
Bishop