

# Letter of Agreement

The following is a Letter of Agreement between \_\_\_\_\_ and the Rev'd \_\_\_\_\_, in accordance with the Canons of the Diocese of Western Louisiana, the Episcopal Church, and with the approval and oversight of the Rt. Rev'd Jacob Owensby, IV Bishop of the Diocese of Western Louisiana.

The Rev'd \_\_\_\_\_ has been appointed/called as Assistant/Associate/Curate/Chaplain of XYZ Episcopal Church, Somewhere, LA, with the understanding that this appointment is to continue until it is dissolved by mutual agreement among the parties, or until dissolved by the Bishop of Western Louisiana or by arbitration and decision as provided by the relevant Canons of the Diocese of Western Louisiana and of the Episcopal Church.

By consent of all parties, this agreement may be renewed at any time with the permission of the Bishop.

Subject to the provisions of this agreement, as Assistant/Associate/Curate/Chaplain \_\_\_\_\_ will have all rights and responsibilities due under the Constitution and Canons of the Episcopal Church. The Rector/Priest-in-Charge and the Assistant/Associate/Curate/Chaplain shall conform to the discipline of the Book of Common Prayer and the Constitution and Canons of the Episcopal Church.

## PREAMBLE

The Assistant/Associate/Curate/Chaplain shall lead XYZ Church as pastor, priest and teacher, sharing in the councils of this diocese and of the whole Church, in communion with the Bishop of Western Louisiana. By word and action, informed at all times by the pastoral direction and authority of the Bishop, the Holy Scriptures, the Book of Common Prayer, and the Constitution and Canons of the Episcopal Church and the Diocese of Western Louisiana, the Assistant/Associate/Curate/Chaplain shall proclaim the Gospel, love and serve Christ's people, nourish them, and strengthen them to glorify God in this life and the life to come.

The Assistant/Associate/Curate/Chaplain, in accordance with the ordination vows and the Constitution and Canons of the Episcopal Church, will obey the Bishop and other ministers who may have authority over this ministry and this work; and does solemnly declare that he/she does believe the Holy Scriptures of the Old and New Testaments to be the Word of God, and to contain all things necessary to salvation; and does solemnly engage to conform to the doctrine, discipline, and worship of the Episcopal Church.

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Clergy in Charge \_\_\_\_\_

Bishop \_\_\_\_\_

Rector/Priest-in-Charge \_\_\_\_\_

The Assistant/Associate/Curate/Chaplain and Rector/Priest-in-Charge shall outline and agree upon the priorities and goals to be accomplished during each year of this agreement and submit this in writing to the Bishop of Western Louisiana. Such priorities and goals shall be as specific as possible.

#### SECTION A – RESPONSIBILITIES OF THE PRIEST

1)

The Assistant/Associate/Curate/Chaplain, with the encouragement and support of the Rector/Priest-in-Charge as well as the Vestry and Congregation, shall participate in self-care, paying special attention to the needs and concerns of his/her household; time for refreshment and renewal, and seeking to build a healthy spiritual and physical balance in his/her life. This shall include, but not be limited to:

- (a) To study scripture regularly
- (b) To pray daily
- (c) To participate in regional clergy meetings
- (d) To engage a spiritual director and meet with that person regularly
- (e) To take an annual spiritual retreat
- (f) To exercise regularly
- (g) To eat a healthy diet
- (h) To participate in diocesan programs meant to promote healthy relationships, physical well-being, spiritual direction and continuing education.
- (i) To meet regularly with the Rector/Priest-in-Charge to review the life and ministry of the ministry to which the Assistant/Associate/Curate/Chaplain is called.

2)

The Assistant/Associate/Curate/Chaplain shall make an appointment to meet with the Bishop annually to review the sacramental and pastoral ministry of the call, and to discuss such personal matters as are important to and for the life of the priest. This is in addition to the annual visitation of the Bishop to the congregation.

3)

The Assistant/Associate/Curate/Chaplain has liturgical duties and where appropriate is the liturgical authority. The Rector/Priest-in-Charge is the liturgical authority in the congregation in accordance with the Canons of the Episcopal Church. Weddings, funerals and other pastoral liturgies shall conform to the custom of the Book of Common Prayer and the traditions of the congregation.

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Clergy in Charge \_\_\_\_\_

Bishop \_\_\_\_\_

Rector/Priest-in-Charge \_\_\_\_\_

SECTION B – RESPONSIBILITIES OF THE VESTRY

1)

The Vestry of the congregation is responsible to provide a safe working environment for the Assistant/Associate/Curate/Chaplain. To that end, the Vestry shall:

- (a) Have each of its members participate in safe boundary education for both children and adults
- (b) Provide for the temporal care of the Assistant/Associate/Curate/Chaplain in accordance to the Canons and Policies of the Diocese of Western Louisiana and the Episcopal Church.
- (c) Provide for the spiritual renewal of the Assistant/Associate/Curate/Chaplain
- (d) Care, in love and understanding, for the life and ministry of the Assistant/Associate/Curate/Chaplain, respecting appropriate personal and professional boundaries.

2)

The Vestry shall set policies for the operation of the congregation that are not contrary to the Canons of the Episcopal Church, the Diocese of Western Louisiana, or the laws of the State of Louisiana. The Vestry is responsible for setting the policies and giving – through the Rector/Priest-in-Charge-- the Assistant/Associate/Curate/Chaplain such authority to enact these policies.

SECTION C – DUTIES OF THE PRIEST

The Assistant/Associate/Curate/Chaplain shall perform such duties as are normal and defined by the Book of Common Prayer, (BCP pg. 531-532); and the Canons of the Episcopal Church, (Title III, Canon 9, Sec. 1, 2, 5).

SECTION D – DUTIES OF THE VESTRY

Under the provisions of Title III, Canon 1, Sec. 1, the Vestry, corporately and individually, shall seek ways in which the congregation may minister to the needs of the City and Parish in which it is set; and, shall participate in formation programs meant to teach the faith, expand the ministry of the congregation, and live the Gospel.

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Clergy in Charge \_\_\_\_\_

Bishop \_\_\_\_\_

Rector/Priest-in-Charge \_\_\_\_\_

SECTION E - TIMES OF WORK AND LEAVE

1)

The normal work schedule of the Assistant/Associate/Curate/Chaplain will include responsibility for the Sunday schedule of services and other Sunday activities. The Assistant/Associate/Curate/Chaplain will assist the Rector/Priest-in-Charge as a Celebrant and Preacher at Sunday services.

The Assistant/Associate/Curate/Chaplain will also work four (4) additional days during the week providing pastoral and sacramental care, visit members of the congregation, and participate in the civic affairs of the community and/or Parish.

2)

The Assistant/Associate/Curate/Chaplain will have the following periods of leave at full compensation:

(a) Federal Holidays, to be taken so as not to interfere with worship for major occasions.

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

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

(d) A spiritual retreat to be no less than 3 days each year.

3)

One month per year may be accrued-- up to 6 months – to be used as a sabbatical for the priest. The sabbatical time may not be used until the completion of the sixth (6<sup>th</sup>) year of residency. An outline for the sabbatical shall be written in cooperation with the Vestry and the time used to enhance the ministry of the priest for the overall benefit of the congregation, the diocese and the Church at large. This outline shall then be reviewed by the Commission on Ministry for recommendation and finally by the Bishop of Western Louisiana. The compensation to the priest shall be continued throughout the sabbatical time. No more than 6 months may be accrued between sabbaticals. A report on the sabbatical shall be submitted in writing to the Vestry and the Bishop at the completion of the leave time. It is expected that the priest will remain in the call for at least two years following the sabbatical period.

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Clergy in Charge \_\_\_\_\_

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4)

Time shall be provided and not counted as vacation, continuing education or personal leave to allow the Assistant/Associate/Curate/Chaplain to fulfill the obligation of attendance at diocesan events; including, but not limited to, Diocesan Clergy Retreat, Diocesan Convention, the Renewal of Vows, Diocesan Clergy Conference, Diocesan Clergy Days and other similar activities so designated by the Bishop. It is understood that the Assistant/Associate/Curate/Chaplain shall participate fully in the life of the Diocese by attendance at all of these events, and must request the permission of the Bishop of Western Louisiana (in writing by US Mail) to be excused from these and other events required by the Bishop.

#### SECTION F - COMPENSATION

1)

The Assistant/Associate/Curate/Chaplain 's annual cash compensation (see Compensation Worksheet Addendum below) shall be \_\_\_\_\_ paid twice monthly, to be reviewed annually.

Upon the Assistant/Associate/Curate/Chaplain's request, the Vestry will designate each year, before January 1st, a portion of the total annual cash compensation as "Housing Allowance" under provisions of the Federal Internal Revenue Code.

2)

The Vestry shall pay the following benefits:

- (a) Church Pension Fund assessment as required by canons - -18% of "Pension Base," as defined by the Church Pension Group.
- (b) Workers' Compensation Insurance, as required by Louisiana State Law.
- (c) Health insurance in accordance with the Policies of the Diocese of Western Louisiana.

#### SECTION G - EXPENSES

The Vestry shall pay the following expenses incurred by the Assistant/Associate/Curate/Chaplain in fulfilling the duties of office:

1)

Travel expenses, under an accountable reimbursement plan, shall be agreed upon between the Vestry and the Assistant/Associate/Curate/Chaplain . This shall be in compliance with the provisions of the Federal Internal Revenue Code.

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Clergy in Charge \_\_\_\_\_

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Rector/Priest-in-Charge \_\_\_\_\_

2)

Continuing Education expenses, under an accountable reimbursement plan, not to exceed \$1500 annually.

3)

Registration fees for diocesan events that require The Assistant/Associate/Curate/Chaplain's presence shall be paid by the Vestry and are not considered to be a part of Continuing Education expenses. These include, but are not limited to:

- (a) All expenses for Diocesan Convention
- (b) Diocesan Clergy Retreats
- (c) Diocesan Clergy Days and Conferences
- (d) Area meetings of clergy

4)

The normal expenses of the church's office operation, such as telephone, postage, office equipment, supplies, secretarial services. etc. The Vestry shall provide a mobile/cell phone (and the expenses thereof) for use by the Assistant/Associate/Curate/Chaplain. The Vestry shall provide a computer for use by the Assistant/Associate/Curate/Chaplain. Although the Assistant/Associate/Curate/Chaplain has use of and authority over the mobile/cell phone and computer, these items remain the property of the congregation. The Vestry shall provide internet service and shall publish the email address and mobile/cell phone number of the Assistant/Associate/Curate/Chaplain.

#### SECTION H – DISCRETIONARY FUND

In accordance with the Canon III.9.5(b)(6) of the Episcopal Church, a Discretionary Fund for pious and charitable works is to be established as a church owned account, but under the Assistant/Associate/Curate/Chaplain'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 Assistant/Associate/Curate/Chaplain for the purposes of the Discretionary Fund.

The Priest in Charge shall make a monthly report to the Vestry outlining, *in general*, how discretionary funds have been expended. The Treasurer shall review a monthly balancing of the account. This account is to be independently reviewed no less than on an annual basis in such a way as to insure both the proper use and confidentiality of its funds. Said review is to be reported to the Vestry, which shall certify to the Bishop that it has been appropriately administered by The Assistant/Associate/Curate/Chaplain.

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Clergy in Charge \_\_\_\_\_

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Rector/Priest-in-Charge \_\_\_\_\_

SECTION I - SUPPLEMENTARY COMPENSATION

1)

The Assistant/Associate/Curate/Chaplain shall not charge fees for performing any rites of the Church (for example, baptisms, marriages, funerals) for members of XYZ Episcopal Church. However, honoraria offered for such services may be received by the Assistant/Associate/Curate/Chaplain. Such honoraria would be considered income, and as such, would be subject to all appropriate taxes, unless such honoraria are deposited in the Discretionary Fund. If such honoraria are deposited in the Discretionary Fund, a report of such deposits shall be made to the Vestry.

2) The Priest in Charge may also receive income from other sources, such as:

(a) Sacramental services on behalf of persons not in any way related XYZ Church.

(b) Fees and honoraria for professional services performed on personal time for groups unrelated XYZ Church, or for sermons, books or articles published outside the parish.

SECTION J - MUTUAL MINISTRY REVIEW

Between the seventh and twelfth month of the Assistant/Associate/Curate/Chaplain's tenure at XYZ Episcopal Church the Assistant/Associate/Curate/Chaplain and Rector/Priest-in-Charge agree to an initial review of their ministry together, facilitated through the office of the Bishop of Western Louisiana. When completed, a summary of this review shall be forwarded to the Bishop of Louisiana.

Thereafter, the Assistant/Associate/Curate/Chaplain and Rector agree to an annual discussion and mutual review of the total ministry of the parish (as required in SECTION B above), in order to:

1)

Provide the Assistant/Associate/Curate/Chaplain, and Rector the opportunity to assess how well they are fulfilling their responsibilities to each other and to the ministry they share.

2)

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

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Clergy in Charge \_\_\_\_\_

Bishop \_\_\_\_\_

Rector/Priest-in-Charge \_\_\_\_\_

3)  
Isolate areas of conflict or disappointment, which have not received adequate attention and may be adversely affecting mutual ministry.

4)  
Clarify expectations of all parties to help put any future conflicts in manageable form.

5)  
This is a Mutual Ministry Review and not an evaluation of any particular party to this Letter of Agreement.

#### SECTION L - OTHER AGREEMENTS

1)  
The Assistant/Associate/Curate/Chaplain agrees to comply with all risk management policies of the Diocese of Western Louisiana including a background check and training on issues of Sexual Misconduct, Sexual Harassment Prevention, Anti-racism Training and Boundaries Training.

2)  
Assistant/Associate/Curate/Chaplain shall begin duties in the parish not later than \_\_\_\_\_, unless delayed by adverse circumstances.

3)  
All pay and benefits shall become effective on \_\_\_\_\_.

4)  
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.

5)  
In the event of the death of the Assistant/Associate/Curate/Chaplain, the Vestry agrees to continue payment of the compensation package to the Assistant/Associate/Curate/Chaplain 's surviving direct dependents for a period of three months. The surviving spouse/partner will also receive the customary death benefits from the Church Pension Group.

6)  
This letter may be revised from time to time, as agreed upon by the Bishop, the Assistant/Associate/Curate/Chaplain and Vestry.

7)  
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 Western Louisiana.

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Clergy in Charge \_\_\_\_\_



Bishop \_\_\_\_\_

Rector/Priest-in-Charge \_\_\_\_\_

Date: \_\_\_\_\_

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Assistant/Associate/Curate/Chaplain

Date : \_\_\_\_\_

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Rector/Priest-in-Charge

Reviewed by Transitions Consultant OR the Consultant on Congregational Life : \_\_\_\_\_  
*(Initials)*

Date: \_\_\_\_\_

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The Rt. Rev'd Jacob Owensby, Bishop of Western Louisiana