

LETTER OF AGREEMENT

between

_____ Church (city)

and

The Reverend _____
(Curate, Assistant Minister)

The Rector/Vicar of _____ Church, the Reverend _____, with the Vestry/Bishop's Committee concurring, and with the approval of the Bishop, calls the Reverend to serve as Curate/Assistant Minister in the congregation, effective _____.

The Reverend _____, having submitted to the doctrine, discipline, and worship of the Episcopal Church, exercises ministry in obedience to the Bishop and the canons of the Episcopal Church and under the terms outlined in this Letter of Agreement. It is understood that his/her ministry shall continue until terminated by either party, or by arbitration and decision as provided by the relevant Canons of the Diocese of El Camino Real and the General Convention.

The Assistant shall serve at the discretion of the Rector/Vicar. Should the Rector/Vicar resign, the Assistant may continue to serve pending the call of a new Rector/Vicar, if requested to do so by the Vestry/Bishop's Committee of the parish, with the advice and consent of the Bishop, under such conditions as the Bishop and Vestry/Bishop's Committee shall determine. The Assistant may continue to serve following the arrival of the new Rector/Vicar, if requested to do so by the Rector/Vicar.

Preamble

The relationship between a Rector/Vicar and an Assistant is unique, and it evolves within a larger covenant of mutual trust and ministry to, and with, each other. The purpose of this Letter of Agreement is to strengthen that relationship by clarifying some of the practical arrangements and to reduce later misunderstandings.

The Assistant is appointed by and accountable to the Rector/Vicar, serving at his/her pleasure. This ministry is an integral part of the pastoral leadership of _____ Church, and represents and extends the Rector's/Vicar's ministry in this place. Under the Assistant's supervision and authority, the Assistant shares in the responsibilities for worship, education, pastoral care, administration of the Sacraments, outreach, and administration of _____ Church. By word and action, informed at all times by the Holy Scriptures, the Book of Common Prayer, and the Constitution and Canons of the Diocese of El Camino Real and the General Convention, the Assistant shall proclaim the Gospel, love and serve Christ's people, nourish them, and strengthen them to glorify God.

It is recognized and affirmed that the Assistant's work in this place includes those activities directed to _____ Church, its members, and their well-being, as well as the several communities of which _____ Church is a part.

In consultation with the Rector/Vicar, the Assistant is expected and encouraged to participate in Regional, Diocesan (such as Diocesan Conventions and Clergy Conferences) and National Church responsibilities as well as community endeavors. Further, time given to such work shall be understood as an integral part of the Assistant's ministry in the parish.

The Assistant shall meet regularly with the Rector/Vicar to discuss parochial issues, parish ministry in general, and any personal or spiritual concerns.

This ministry is further described in the Assistant Position Description approved by the Assistant, Wardens and Vestry/Bishop's Committee on _____, which is hereby acknowledged and made part of this Letter of Agreement.

1. Times of Work and Leave

- 1.1 The Assistant's scheduled workweek is five days, usually measured as ten to twelve units of mornings, afternoons, or evenings in various combinations reflecting the demands of this ministry. The Assistant/Associate will be available for funerals, hospital calls, and emergencies at all times. In general, no more than three evenings per week are expected. The Assistant is expected to preserve at least one continuous twenty-four hour period each week solely for personal and family use.
- 1.2 The Assistant will have the following periods of leave at full compensation:
 - 1.2.1 *[Eleven or Twelve]* national holidays, to be taken so as not to interfere with worship on major occasions.
 - 1.2.2 Four full weeks of annual vacation which shall include *[four/five]-choose* Sundays. Vacation is not cumulative and new vacation will not be earned until prior vacation has been taken.
 - 1.2.3 At least one week of continuing education leave each year, which may not be accrued nor paid as compensation.
 - 1.2.4 *[One is a minimum and up to four has been given; three weeks accrual a year is recommended, to be taken after the fourth year]* week/s per year of service in this congregation for sabbatical leave, to be available after the third year, and cumulative through the sixth year, but not carried over thereafter without agreement by the Vestry/Bishop's Committee. Sabbatical leave is for the welfare of both the Assistant and the parish and is to be taken during the tenure of the Assistant, not at termination, and will not be paid as compensation. Sabbatical arrangements shall be made well in advance in consultation with the Rector/Vicar and Vestry/Bishop's Committee, to insure benefits for the congregation as well as for the Assistant. The anticipated expenses incurred by the parish for sabbatical time should be planned by the Vestry/Bishop's Committee well in advance of leave-taking.

- 1.2.5 In the event of illness, injury, or disability, salary will be continued according to the Diocesan short and long term disability plan. A physician's certificate may be required.
- 1.2.6 In addition to mandated clergy conference and clergy days, up to six days of spiritual retreat is provided, not to include a Sunday.

2 Compensation

- 2.1 The Assistant's compensation package will be reviewed and adjusted each year to reflect comparable salaries in the geographic area and at least the minimum salary schedule voted by diocesan convention.
- 2.2 Cash Stipend: The Assistant's annual cash stipend will be \$_____ per year.
- 2.3 Housing:
 - 2.3.1 If there is a Provided Housing.

The Assistant shall have full use of the Provided Housing and grounds as his/her personal residence. No activities will be planned at the Provided Housing without the invitation of the Assistant's household. Expenses connected with the Provided Housing shall be as follows:

 - Utilities shall be contracted for and paid directly by the Assistant, including telephone.
 - Expenses for repair, remodeling and major appliances shall be paid by the parish in accordance with an annual plan and budget mutually agreed upon by the Rector/Vicar and Vestry/Bishop's Committee. Within that plan and budget, the Assistant may authorize emergency expenditures, up to \$_____ per month, reporting them within ten days to the Vestry/Bishop's Committee. The Assistant shall not undertake any remodeling or renovation without prior written consent of the Vestry/Bishop's Committee.
 - Maintenance of Provided Housing grounds (such as lawn care) are at the expense of the parish. Major alterations to the basic landscaping plan, and any grounds maintenance items shall be cleared through the Vestry/Bishop's Committee.
 - 2.3.1 If there is a Housing Allowance.

If the Assistant does not live in church provided housing, a portion of the Assistant's cash salary shall be designated as housing allowance. The allowance is defined under Section 107 of the Federal Internal Revenue code.

3 Benefits

The parish shall pay the following benefits:

- Church Pension Fund assessment

- Group life, medical, dental insurance through the group plan provided by the Diocese, unless waived by mutual agreement. If equivalent or better medical and dental insurance is provided independently through the employment of the Assistant's spouse or otherwise, the Assistant may sign a release to waive coverage under the diocesan plan. The Vestry/Bishop's Committee will not provide duplicate coverage. If at any time the Assistant revokes the waiver, the Vestry/Bishop's Committee will provide coverage through the diocesan group plan, subject to the plan's qualification process.
- Weekly and long-term disability insurance as provided in the diocesan group plan.

4 Expenses

The Vestry/Bishop's Committee shall arrange for the payment of the following expenses incurred by the Assistant in fulfilling the duties of the position:

- 4.1 Travel reimbursement involving personal auto use at the rate established annually by the Internal Revenue Service, plus actual costs of parking fees, tolls, and related travel expenses, the maximum of which shall not exceed an amount designated in the annual operating budget of the parish
- 4.2 Reasonable cell phone and computer expenses will be negotiated and documented according to the Assistant's and the parish's need
- 4.3 A non-accumulating continuing education allowance of \$_____ per year.
- 4.4 Church computer with e-mail/internet service

5 Supplementary Compensation

The Assistant will not charge fees for performing any rites of the Church, such as baptisms, marriages, and funerals.

With the prior permission of the Rector/Vicar, the Assistant, may, however, receive income from other sources, such as:

- Sacramental services on behalf of persons not in any way related to the parish.
- Fees and honoraria for professional services performed on personal time for groups unrelated to the parish, or for sermons, books or articles published outside the parish.

The Assistant shall advise the Rector/Vicar and the Vestry/Bishop's Committee in advance of such income-producing activities

6 Mutual Ministry Review

The Rector/Vicar, Assistant, Wardens and Vestry/Bishop's Committee agree to an annual discussion and mutual review of the total ministry of the parish, in order to:

1. Provide the Clergy, Wardens and Vestry/Bishop's Committee 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. Establish goals for the work of the parish for the coming year.
4. Isolate areas of conflict or disappointment that 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.

7 Annual Evaluation

- 7.1 The Rector/Vicar, Wardens, and Vestry/Bishop's Committee recognize and affirm the fact that Clergy Evaluation is an entirely separate process from the Mutual Ministry Review, and that the Assistant is entitled to an Annual Performance Evaluation. This process is designed to focus on his/her own personal gifts and skills, their effectiveness in applying those gifts to the stated demands of their particular ministries, and the identification of areas for future professional development.
- 7.2 It is further recognized that meaningful evaluation is extraordinarily difficult without the previous existence of specific, clear, measurable, and achievable, goals. This will be based on the Assistant's Position Description. Future modifications to that description are to be by mutual agreement of the Rector/Vicar, the Assistant, Wardens, and Vestry/Bishop's Committee.
- 7.3 The Rector/Vicar will review the ministry of the Assistant at least annually, on the basis of goals and expectations set at the time of his/her appointment. These reviews are principally for the for the purpose of goal-review, goal-setting and professional and personal development, and will normally cover the following items:
 - 7.3.1. What are the goals and expectations of the Assistant as presently understood?
 - 7.3.2. What are the roles and tasks of the Rector/Vicar (or others) in accomplishing the goals?
 - 7.3.3. How well have the previously set goals been met?
 - 7.3.4. What goals and expectations will be set for the next year?

The Annual Performance Evaluation Process should be conducted or overseen by the Rector/Vicar or by the appropriate supervisory group, and the findings and recommendations communicated in a meeting between the Rector/Vicar and the Assistant.

8 Other Agreements

- 8.1 All moving expenses and travel expenses incurred in making the move from _____ to _____ shall be paid by the parish. The maximum amount agreed upon is \$_____. Moving expenses shall include family travel, transporting household good, and reasonable temporary accommodations during the move.
- 8.2 The Assistant shall begin duties in the congregation no later than _____ unless delayed by adverse circumstances approved by the Rector/Vicar and the Vestry/Bishop’s Committee. All pay and benefits shall become effective on this date.
- 8.3 This Letter of Agreement shall be made part of the minutes of the next Vestry/Bishop’s Committee meeting following its signing, and copies shall be given to each new member of the Vestry/Bishop’s Committee in succeeding years.
- 8.4 [In the event of the Assistant’s death, the Vestry/Bishop’s Committee agrees to continue payment of premiums for the Assistant’s surviving direct dependents (who were previously covered under Diocesan medical/dental policies and otherwise continue to be eligible) for a period permitted by the diocesan group policy.]
- 8.5 The Assistant shall participate, or have participated, in six hours of Safe Church Training (or successor program as adopted by the Episcopal Church). The training must be renewed every three years.

9 Revision

This letter may be revised only by mutual agreement and in writing at the time of the annual ministry review. The annual compensation and expense revisions will be mutually agreed upon in a separate document with wardens and Vestry/Bishop’s Committee.

Assistant

Date

Rector/Vicar

Date

Senior Warden

Date