

LETTER OF AGREEMENT

among

_____ Church,

the Bishop of the Diocese of El Camino Real,

and

The Reverend _____

who has been appointed as

Vicar of _____ Church

_____, California

effective _____

to serve until with the understanding that the tenure of this cure is to continue , in accordance with the Canons of the Episcopal Church and the Canons of the Diocese of El Camino Real, until dissolved by mutual consent or by decision of the Bishop.

The members of _____ Church agree that the relationship between the Vicar and the congregation shall be one in which they are joined together in a venture and bond of common faith and purpose. The Vicar shall lead as presbyter, sharing in the councils of this congregation and of the whole church, in communion with our Bishop. It is our understanding that _____ Church is a baptismal community, the Body of Christ, in which each person is given gifts to do God’s work. Therefore, the Vicar shall support the members of the congregation in living out their baptismal ministry of bearing witness to Christ and carrying on His work of reconciliation in the world. In particular, the Vicar is expected to be with the congregation to proclaim the Gospel, to administer the sacraments, and to bless and declare pardon in the name of God.

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 Diocese of El Camino Real, the Vicar shall proclaim the gospel, love and serve Christ’s people, nourish and strengthen them to glorify God. The Vicar’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.

The ministry of the Vicar is outlined in the goals and expectations developed during the search process. They will be reviewed within the first year, when a Position Description will be developed and approved by the Vicar, the Bishop's Committee, and the Bishop/Ecclesiastical Authority. When completed, the Position Description shall be considered a part of this Letter of Agreement.

1. Times of Work and Leave

1.1 The Vicar's scheduled work week is five days, usually measured as ten to twelve units of mornings, afternoons, and evenings in various combinations reflecting the demands of this ministry. In general, no more than three evenings per week are expected. The Vicar is expected to preserve at least one continuous twenty-four hour period each week solely for personal and family use.

1.2 The Vicar 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 Bishop's Committee. Sabbatical leave is for the welfare of both the Vicar and the parish and is to be taken during the tenure of the Vicar, not at termination, and will not be paid as compensation. Sabbatical arrangements shall be made well in advance in consultation with the Bishop's Committee, to insure benefits for the congregation as well as for the Vicar. The anticipated expenses incurred by the parish for sabbatical time should be planned by the 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 plans. 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 Vicar's compensation package will be reviewed and adjusted each year to reflect at least the minimum salary schedule voted by diocesan convention.

2.2 Cash Stipend: The Vicar's annual cash stipend will be \$ _____ per year.

2.3 Housing:

2.3.1 If there is a Rectory.

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

- Utilities shall be contracted for and paid directly by the parish, 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 Vicar and Bishop's Committee. Within that plan and budget, the Vicar may authorize emergency expenditures, up to \$ _____ per month, reporting them within ten days to the Bishop's Committee.
- Maintenance of Rectory 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 Bishop's Committee

2.3.2 If there is a Housing Allowance.

If the Vicar does not live in church provided housing, a housing allowance of \$ _____ will be furnished and duly noted in the Bishop's Committee minutes. 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 the Bishop/Ecclesiastical Authority. If equivalent or better medical and dental insurance is provided independently through the employment of the Vicar's spouse, the Vicar may sign a release to waive coverage under the diocesan plan. The Bishop's Committee will not provide duplicate coverage. If at any time the Vicar revokes the waiver, the Bishop's Committee will provide coverage through the diocesan group plan
- Weekly and long-term disability insurance as provided n the diocesan group plan.

4. Expenses

The Bishop's Committee shall pay the following expenses incurred by the Vicar in fulfilling the duties of the position:

- 4.1 Travel reimbursement at the rate established annually by the Internal Revenue Service, plus 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 The normal expenses of the 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 the congregation.
- 4.3 Reasonable cell phone and computer expenses will be negotiated and documented according to the Vicar's and the parish's need.
- 4.4 A non-accumulating continuing education allowance of \$_____ per year.
- 4.5 Church computer with e-mail/internet service.

5. Discretionary Fund

In accordance with the Canons of the General Convention, a parish account, known as the Vicar's Discretionary Fund, is to be established under the Vicar's control. The Vicar will manage the Fund in accordance with the guidelines adopted by the Finance Committee of the Diocese. The fund must be audited annually by a professional auditor.

6. Supplementary Compensation

The Vicar shall not charge fees for performing any rites of the church (such as baptisms, weddings, and funerals). The Vicar 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 Vicar may engage in income-producing activities up to a total of _____ days per month, unless taken as vacation, but not to the extent that such activities interfere with parish duties as outlined in this agreement. The Vicar shall advise the Bishop's Committee in advance of such income-producing activities.

7. Use of Buildings

In addition to the use and control of the church and its buildings for the duties and ministries of the Vicar, as provided by canon law, the Vicar, with the approval of the Bishop/Ecclesiastical Authority, may grant use of buildings to individuals or groups from outside the parish. All uses of church buildings and grounds by organizations not directly related to the Church must be approved by the Board of Directors of the Diocesan Corporation.

8. Staff Policy

The parish staff work at the discretion and under the supervision of the Vicar. Their roles, duties, and expectations will be reviewed and renegotiated within the first year of the Vicar's tenure.

9. Mutual Ministry Review

The Vicar and Bishop's Committee agree to an annual discussion and mutual review of the total ministry of the congregation and may wish to engage a third party to facilitate that process. The results of this review will be reported in writing to the Bishop. The purpose of this review is to:

1. Provide the Vicar and Bishop's Committee 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. Establish goals for the work of the congregation for the coming year;
4. Isolated areas of conflict or disappointment which have not received adequate attention and may be adversely affecting mutual ministry; and
5. Clarify expectations of all parties so that future conflicts may be diminished or avoided.

10. Annual Evaluation

10.1 The Vicar, Wardens, and Bishop's Committee recognize and affirm the fact that Clergy Evaluation is an entirely separate process from the Mutual Ministry Review, and that the Vicar 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.

10.2 It is further recognized that meaningful evaluation is extraordinarily difficult without the previous existence of specific, clear, measurable, and achievable, goals. Initially, this will be based on the Position Description as described in the Preamble, and the Responsibilities of the Vicar as described agreed by the Vicar and Bishop's Committee and attached hereto. Future modifications to that description are to be by mutual agreement by the Vicar, Wardens, and Bishop's Committee.

10.3 The review will occur at least annually, on the basis of goals and expectations set at the time of his/her appointment. These reviews are principally for the purpose of goal-setting and professional and personal development, and will normally cover the following items:

- 10.3.1. What are the goals and expectations of the Vicar as presently understood?
- 10.3.2. What are the roles and tasks of the Bishop's Committee (or others) in accomplishing the goals?
- 10.3.3. How well have the previously set goals been met?
- 10.3.4. What goals and expectations will be set for the next year?

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

11. Other Agreements

- 11.1 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.
- 11.2 The Vicar shall begin duties in the congregation no later than _____ unless delayed by adverse circumstances approved by the Bishop's Committee. All pay and benefits shall become effective on this date.
- 11.3 This Letter of Agreement shall be made part of the minutes of the next Bishop's Committee meeting following its signing, and copies shall be given to each new member of the Bishop's Committee in succeeding years.
- 11.4 In the event of the Vicar's death, the Bishop's Committee agrees to continue payment of premiums for the Vicar's surviving direct dependents (limited to spouse and children) for a period permitted by the diocesan group policy.
- 11.5 The Vicar 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.
- 11.6 Should the Vicar and Bishop's Committee disagree in the interpretation of the provisions delineated in the Letter of Agreement, either party shall appeal to the Bishop for mediation. The decision of the Bishop will be final.

12. 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 with Wardens and Bishop's Committee.

Vicar

Date

For the Bishop's Committee

Date

Bishop

Date