

LETTER OF AGREEMENT

between

St. D Church

and

The Reverend John Doe

who has been elected Vicar 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 Central Florida and of the Episcopal Church.

PREAMBLE

The Vicar shall lead St. D 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 Central Florida, the Vicar 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.

Between the seventh and twelfth month of the Vicar's tenure at St. D Church the Vicar and Vestry Committee agree to an initial review of their ministry together. This review shall include a reevaluation of the materials used in the search process, especially the Parish Profile and the Profile of the Vicar as a way of clarifying expectations and establishing goals for the coming year. When completed, a summary of this review shall be forwarded to the Bishop of Central Florida.

SECTION A - TIMES OF WORK AND LEAVE

- (1) The Vicar'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 Vicar 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 Vicar 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-four workdays, which shall include four Sundays. Vacation time shall not be carried forward unless by written agreement with the Vestry Committee 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 Committee and the Vicar, insuring benefits for the Parish and the Vicar and in accordance with Diocesan guidelines. Sabbatical leave ordinarily is between three and six months, during which time full benefits shall be continued.

SECTION B - COMPENSATION

- (1) The Vicar's annual compensation package (including salary and housing allowance) 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 Vicar shall have full use of the Vicarage at _____ as personal residence. No parish activities will be planned at the Vicarage without the invitation of the Vicar's household. Expenses connected with the Vicarage shall be handled as follows:
 - (a) Utilities shall be contracted for and paid directly by the Vestry Committee.
 - (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 Vicar and Vestry Committee. Within that plan and budget, the Vicar may authorize such expenditures, up to \$_____ monthly, reporting them within thirty days to the Vestry Committee.
 - (c) Use and maintenance of Vicarage grounds are at the Vicar'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%) of the Vicar's salary.

- (4) The Vicar shall receive an additional 7.65% of the compensation package (including salary and the value of housing) to offset the Self-Employment Tax paid monthly.
- (5) The Vestry Committee shall pay the following benefits:
 - (a) Church Pension Fund assessment as required by canons (18% of compensation) on the sum of Vicar's total annual cash salary and housing. (Housing for this purpose is calculated at 30% of the combined total of cash salary, self-employment tax reimbursement, and utilities.)
 - (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 Committee shall pay the following expenses incurred by the Vicar 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 Vicar's residence. This telephone number shall be published to insure the Vicar's ready accessibility in case of emergencies. The Vicar 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 St. D Church.
- (5) A Continuing Education Allowance of at least \$_____ per year, to be reviewed annually and paid to or on behalf of the Vicar toward expenses incurred in relation to Professional Development Leave. The parish further agrees to participate in the Continuing Education Fund in the Diocese (which provides

\$200 per year when matched by a \$200 contribution from the parish and \$100 from the Vicar).

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 Vicar'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 Vicar for the purposes of the Discretionary Fund.

SECTION E - SUPPLEMENTARY COMPENSATION

- (1) The Vicar shall not charge fees for performing any rites of the Church (for example, baptisms, marriages, and funerals) for members of St. D Church.
- (2) The Vicar may, however, receive income from other sources, such as:
 - (a) Sacramental services on behalf of persons not in any way related to St. D Church.
 - (b) Fees and honoraria for professional services performed on personal time for groups unrelated to St. D Church, or for sermons, books or articles published outside the parish.
- (3) *The Vicar 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 Vicar's office, as provided by canon law, the Vicar shall have the right to grant use of the buildings to individuals or groups from outside the parish, following guidelines approved by both Vicar and Vestry Committee.

SECTION G - MUTUAL MINISTRY REVIEW

The Vicar, Wardens and Vestry Committee agree to an annual discussion and mutual review of the total ministry of the parish, in order to:

Provide the Vicar, Wardens and Vestry Committee 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 Vicar agrees to comply with all risk management policies of the Diocese of Central Florida including a background check and training on issues of Sexual Misconduct.
- (2) The Vicar agrees to participate for one year in the diocesan program for clergy in new cures called *Fresh Start*.
- (3) All moving and travel expenses incurred in making the move from _____ to _____, shall be paid by St. D Church. The Vicar and Vestry Committee shall mutually agree to the specific moving contract. The moving date shall be mutually agreed to.
- (4) The Vicar shall begin duties in the parish not later than _____, unless delayed by adverse circumstances.
- (5) All pay and benefits shall become effective on _____.
- (6) This Letter of Agreement shall be made part of the minutes of the next Vestry Committee meeting following its signing, and copies shall be given to each new Vestry Committee member.
- (7) In the event of the Vicar's death, the Vestry Committee agrees to continue payment of the Vicar's compensation package, and appropriate health and hospital insurance to the Vicar's surviving direct dependents for a period of _____ months.
- (8) 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.
- (9) If the Vicar and Vestry Committee are in disagreement concerning interpretation of this Letter of Agreement, either party may appeal for mediation to the Bishop of Central Florida or another mutually agreed upon third party, the Bishop remaining the final arbiter.

Date

Vicar

Date

Senior Warden

Date

Approved: _____
Bishop

Please Note: 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: August, 2001.