

## **SAMPLE LETTER OF AGREEMENT BETWEEN TRANSITION PRIEST AND THE CHURCH**

This Letter of Agreement is between the Wardens and Vestry/Bishop's Committee of \_\_\_\_\_ Church [hereafter, "the Church"] and The Reverend \_\_\_\_\_, who has been appointed/elected Transition Priest with the understanding that his/her tenure will begin \_\_\_\_\_ and will continue until dissolved (1) by mutual consent or (2) by arbitration and decision as provided by the relevant policies and procedures of the Episcopal Church in Minnesota and the Canons of the it and the Episcopal Church.

### **Scope of Work: (to be supplemented, as appropriate to context)**

Specific tasks to be collaboratively addressed by the Transition Priest and the Vestry include:

- Provision for Pastoral, Liturgical and Administrative Stability;
- Provision for regular worship services on Sundays, weekdays and Holy Days; Funerals, Baptisms, Weddings, and Reconciliation;
- Provision for Visitation of shut-ins and those in hospital, as well as those experiencing other pastoral difficulties.
- When unavailable to lead regularly scheduled worship services, arrange for suitable replacements.
- Other?

### **Time of Work and Leave**

#### *Work Week:*

The Transition Priest's ministry includes not only activities directed to the parish and its well-being, but also in the Episcopal Church in Minnesota and the community. The Transition Priest shall participate in the councils of the Church, including activities such as Clergy Conferences, Convention, etc. The Transition Priest is strongly encouraged to participate in a clergy support group or spiritual direction monthly.

The Transition Priest's weekly leave shall comply with Episcopal Church in Minnesota policy. It is normal for the Transition Priest to preserve at least one continuous 24-hour period each week solely for personal use. In order to maintain the standard of a learned professional, one day per week shall be set aside for the Transition Priest's study, reading, and educational pursuits, in addition to the personal weekly leave.

#### *Periods of Leave at Full Pay:*

- National holidays, to be taken so as not to interfere with worship for major feasts.
- All federal legal holidays. When those days conflict with major feast days, alternate days off shall be selected.

- Annual vacation, prorated: 1 month, which shall include at least four Sundays and not more than five; vacation time may be used over several shorter periods that together do not exceed 1 month
- Sick, personal, and bereavement leave: as necessary, in consultation with the Wardens; accumulates at the rate of 1 day per month of service, to a maximum of 60 days.

*Periods of Leave Without Pay*

- Military service or jury duty: The Transition Priest shall be granted leave for military service or jury duty as required by law and in consultation with the Wardens.

**Compensation**

*Cash Stipend:*

The Transition Priest shall receive an annual cash stipend of \$\_\_\_\_\_, a portion of which is allocated to a housing allowance, if applicable. The Transition Priest will be paid on the 15th and the last day of each month. The stipend will be reviewed and adjusted annually based on diocesan minimum clergy compensation and cost-of-living adjustment set by the Diocesan Council, the Transition Priest's years of service as a priest, merit pay and other criteria mutually agreed upon by the Transition Priest and the Wardens and Vestry/Bishop's Committee.

The Transition Priest shall receive Self-Employment Tax Allowance in an amount equal to 7.65% of the estimated Self-Employment Tax resulting from the terms of this agreement.

**Housing**

*Housing Allowance:*

A portion of the annual cash stipend will be allocated to a housing allowance. Each Transition Priest's housing allowance is determined by the Vestry/Bishop's Committee, in consideration of the amount requested by the Transition Priest. The Vestry/Bishop's Committee will establish the amount of the allowance prior to the beginning of the year by formal resolution, documented in writing.

**Benefits**

The following employment-related benefits will be provided to the Transition Priest at the Church's expense:

- Pension through the Church Pension Fund
- Health and hospitalization insurance
- Life insurance
- Dental insurance

- Disability insurance (available through the Church Pension Group or can be purchased through any qualified insurance agent)
- Workers' compensation insurance as required by state law

### ***Reimbursement of Expenses***

Upon receipt of appropriate supporting documentation, the Parish shall pay the following expenses, not to exceed \$\_\_\_\_\_, incurred by the Transition Priest in fulfilling the duties of office:

- Reimbursement of non-commuting automobile expenses at current IRS rate
- Reimbursement of expenses for hospitality, memberships, continuing education, clergy conferences, diocesan convention, and other expenses required or expected for church-related business

### ***Discretionary Fund***

In accordance with the Canons of the General Convention, a Discretionary Fund is to be established in the name of the parish, under the Vestry/Bishop's Committee's control. The Transition Priest will have the authority to disburse funds in accordance with the discretionary fund policy of the parish. The activities of this fund will be reviewed periodically by a subcommittee of the Vestry/Bishop's Committee, the members of which are approved by the Transition Priest. The discretionary fund will be included in the annual audit of the parish.

### ***Supplementary Compensation***

The Transition Priest shall not charge fees but may receive honorariums for performing any rites of the Church (e.g., baptisms, marriages, and funerals) for members of the Church. The Transition Priest may receive income from other sources not related to the Church.

### ***Use of Buildings***

In addition to use and control of the church buildings for the discharge of the duties of the Transition Priest's office, as provided by Canon, the Transition Priest shall have the right to grant use of the buildings to individuals or groups from outside the parish, following guidelines approved by the Vestry/Bishop's Committee.

### ***Revision***

This Letter may be revised only by mutual, written agreement of the Transition Priest, Wardens and Vestry/Bishop's Committee, with final approval of the Bishop.

### ***Other Agreements***

This Letter of Agreement shall be made part of the minutes of the next Vestry/Bishop's Committee meeting following its signing, and copies made available to each

Vestry/Bishop's Committee member. If the Transition Priest and Wardens are in disagreement concerning this Letter of Agreement, either party may appeal to the Bishop for mediation.

I/We have read and hereby agree to the terms and conditions of this Letter of Agreement.

\_\_\_\_\_  
The Rev. [Name], Transition Priest

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
[Name], Senior Warden  
[Name of Parish]

\_\_\_\_\_  
Date Signed

\* \* \* \*

I hereby acknowledge receipt of this Letter of Agreement between the Rev. [Name] and [Name of Parish].

\_\_\_\_\_  
The Rt. Rev. Brian N. Prior  
Bishop of Minnesota

\_\_\_\_\_  
Date Signed Copy Received by Bishop