

Letter of Agreement
Between
CHURCH NAME Episcopal Church and the Rev. NAME
For Part-Time Priest in Charge Call

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 Priest in Charge for a period of up to two (2) years. After 18 and before 24 months, a final evaluation of the arrangement will be conducted, the result of which is that the vestry may call the priest to become Rector, as provided by the relevant policies and procedures of the Episcopal Church in Minnesota and the Canons of it and the Episcopal Church.

PREAMBLE

The Rev. NAME shall lead XXXXX Episcopal Church as pastor, priest and teacher, sharing in the councils of this faith community 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 General Convention and the Episcopal Church in Minnesota, the Rev. NAME 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.

The Rev. NAME's ministry includes activities directed to God's mission in the faith community, but also within the neighborhood surrounding the faith community, the Episcopal Church in Minnesota, and the wider Church. The Rev. NAME shall attend Convention, Clergy Conferences, participate fully in the Councils of the Church and is encouraged to participate in a clergy support group, spiritual direction, and other practices that contribute to the Rev. NAME's well-being.

As this is a part-time call it is important to note that, given the nature of the priesthood, while priests may serve in part-time calls, an individual called to the priesthood is a priest in very nature—so the ministry to a particular congregation may be part-time, but a priest is always a priest.

This ministry will be further described in a Position Description to be completed within three months of the Rev. NAME's employment and is to include a description of which aspects of ministry are the responsibility of the Priest serving in a part-time call and which are the responsibility of the faith community. The Position Description will be jointly developed by the faith community's Executive Committee and the Rev. NAME, with the assistance of the Bishop and Missioners of the Episcopal Church, and approved by the canonically elected leadership of the faith community. Upon approval, the Position Description will be considered part of this Letter of Agreement.

Section A: Time of Work and Leave

1. Work Week:

The Rev. NAME's scheduled workweek is based off (a percentage, based upon the part-time status of the Priest) of the five days, measured as ten to twelve units of mornings, afternoons, or evenings in various combinations reflecting the demands of ministry specific to this faith community. In general, no more than one (or as decided) evening per week is expected. It is normal for clergy to preserve at least one continuous 24-hour period each week solely for personal use. (See Addendum A for models which provide structural options for part-time calls)

2. Periods of Leave at Full Pay:

- National holidays may be taken so as not to interfere with worship for major feasts at the discretion of the Rev. NAME.
- Paid Time Off: Following six months of continuous employment, clergy are granted (some percentage of) 20 days vacation, based on percentage of full-time, to include a minimum of four Sundays (if a model is chosen in which the percentage of Sundays worked is proportional to part-time percentage, e.g. a half time position in which the LOA indicates 26 Sundays a year, the minimum of four Sundays may be considered amongst the Sundays in which the cleric is not serving in the faith community). PTO does not accrue while the Rev. NAME is on leave without pay.
- Continuing education leave: two weeks each year, to include two Sundays. (If a model is chosen in which the percentage of Sundays worked is proportional to part-time percentage (see above), the minimum of four Sundays PTO and two Sundays continuing education may be considered amongst the Sundays in which the cleric is not serving the faith community).
- Sabbatical: After the equivalent of six years of full time service, a four-month sabbatical is offered at full pay. This is exclusive of annual vacation.
- Sick, personal, and bereavement leave as necessary, with any extended leave taken in consultation with the elected leadership of FAITH COMMUNITY.
- Family leave: Clergy are granted up to 12 weeks paid time away from work for the birth, adoption or placement of a child. If both parents are employed by the faith community, a combined total of 12 weeks time off is granted.

3. Periods of Leave Without Pay:

- Unpaid leave: The Rev. NAME may petition to the elected leadership for an unpaid leave of absence of up to six months.
- Military service or jury duty: The Rev. NAME shall be granted leave for military service or jury duty as required by law and in consultation with the elected leaders.

Section B: Compensation and Benefits

1. Cash Stipend:

The Rev. NAME shall receive an annual cash stipend of \$XXXXXX, which will be paid in equal amounts at least monthly according to a schedule established by the Finance Committee of [name of faith community]. The stipend will be reviewed and adjusted annually based on Episcopal Church in Minnesota's minimum clergy compensation and cost-of-living adjustment recommendations made by the ECMN Council, the Rev. NAME's years of service as a priest, merit pay and other criteria mutually agreed upon by the Rev. NAME and the elected leadership of the faith community.

The Rev. NAME shall receive Self-Employment Tax Allowance in an amount equal to half of the estimated applicable Self-Employment Tax resulting from the terms of this agreement, which is 7.65% of cash compensation and housing together.

2. Housing Allowance:

Each year, the Rev. NAME shall identify a portion of the annual cash stipend to be designated by a meeting of the elected leadership of the faith community as housing allowance or parsonage allowance within the meaning of that term as used in Section 107 of the IRS Code of 1986, and clarified by the Clergy Housing Allowance Clarification Act of 2002. Clergy housing allowances are determined by the cleric in consultation with the cleric's tax professional. The elected leadership will establish the amount of the allowance prior to the beginning of the year by formal resolution, documented in writing.

3. Benefits

The following employment-related benefits will be provided to the Rev. NAME at the faith community's expense:

- Pension through the Church Pension Fund
- Health, Hospitalization, and Dental Insurance through the Episcopal Church Medical Trust in accordance with Episcopal Church in Minnesota policy, unless an applicable waiver is granted by the Episcopal Church Medical Trust (all clergy serving more than 1500 hours or approximate 30 hours/week, eligible if 1000 hours or 20/hours week).
- Workers' compensation insurance as required by state law

Section C: Reimbursement of Expenses

The faith community shall pay the following expenses incurred by the Rev. NAME in fulfilling the duties of office:

- Reimbursement of non-commuting automobile expenses at the current IRS rate per mile, plus out-of-pocket costs of parking fees, tolls, bus fares, etc.
- Reimbursement of expenses for hospitality, memberships, clergy conferences, annual convention, and other expenses required or expected for faith community-related business.
- A reimbursement allowance for continuing education expenses up to \$XXXX annually.

- A reimbursement allowance for cell phone expenses in the amount of \$XXXX per month (if it is expected that the Priest be available outside of office hours).

Section D: Discretionary Fund

In accordance with the Canons of the Episcopal Church, and in accordance with the Manual for Business Methods in Church Affairs, a Discretionary Fund is to be established in the name of the faith community, and under the control of the faith community's elected leadership. The Rev. NAME will have authority to disburse funds. The faith community's Treasurer, or other designee of the elected leadership will review activities of this fund periodically.

Section E: Supplementary Compensation

Given the nature of the part-time call, the vestry will establish a fee schedule for additional rites of the church (marriages and funerals) and preparation for the same in order to compensate the Rev. NAME. Fees are to be paid to the faith community so that the clergy can be compensated appropriately in consideration of pension and other benefits. The Rev. NAME may receive income from other sources not related to the faith community such as fees and honoraria for professional services performed, or for sermons, books or articles prepared and published outside the faith community, on personal time for groups unrelated to the faith community.

Section F: Use of Buildings

In addition to use and control of the faith community's buildings for the discharge of the duties of the Rev. NAME's office, as provided by the Canons of the Episcopal Church, the Rev. NAME shall have the right to grant use of the buildings to individuals or groups from outside the faith community, following guidelines approved by the elected leadership, and in accordance with applicable Canon.

Section G: Mutual Ministry Review

There shall be ongoing discussion and mutual review of the ministry of the faith community in order to:

1. Provide the Rev. NAME and elected leadership 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 ministry of the faith community for the coming year.
3. Isolate areas of conflict or disappointment that have not received adequate attention and may be adversely affecting mutual ministry.
4. Clarify expectation of all parties to help put any future conflicts in manageable forms. This is to include a review of part-time status as well as a conversation about the faith community's needs and if those needs can be adequately met at the percentage of full-time that is being compensated for.

As a part of the Priest in Charge process, an Annual Ministry Review shall be held at the end of the first year, and again at the 18th month or 24th month for a final evaluation of the arrangement to determine if the faith community and priest discern a call to become the rector. A mutually agreed-upon third party will be engaged to facilitate the ministry review process.

Section H: Other Agreements

1. The Rev. NAME shall begin duties in the faith community no later than XXXXX unless delayed by adverse circumstances.
2. All pay and benefits shall become effective on a mutually agreed start date.
3. The Rev. NAME shall receive a relocation fund in the total amount of \$XXXXXX to cover all costs associated with moving *herself and her family* from XXXXXX, including but not limited to real estate assistance and transactions, shipping and storage of household goods, temporary housing, travel expenses and all fees and other costs and expenses associated with establishing residence in the state of Minnesota.
4. The elected leadership will support the Rev. NAME in fulfilling the requirements as stated in the Canons of the Episcopal Church regarding successful completion of Safe Church Training, Anti-racism Training, and other training requirements that may be required from time to time.
5. In the event of the Rev. NAME's death, the elected leadership agrees to continue payment of the Rev. NAME's cash salary and appropriate health and hospital insurance to the Rev. NAME's surviving direct dependents for a period of not less than one month.
6. This Letter may be revised only by mutual, written agreement of the Rev. NAME and elected leadership, with final approval as to form and content by the Bishop.

Section I: Dispute Resolution

While an Episcopal faith community is guided by Scripture, faith, prayer and common worship through the Book of Common Prayer, it is recognized that the faith community is a human institution and that human differences about matters important to the faith community will inevitably arise. The parties pledge that any such disagreements or disputes involving the Rev. NAME shall be resolved in direct, personal discussions marked by full and open communication, candor and mutual concern for the others' courtesy, dignity and respect.

In particular, the parties acknowledge that any disagreement over the interpretation, application, validity or enforcement of this Agreement shall not be the subject of any proceeding in any secular court. Instead, the parties shall resolve any dispute under this Letter of Agreement as follows: (i) by direct discussion among the Rev. NAME and elected leadership; (ii) failing that, through a mediator designated by the Bishop of the Episcopal Church in Minnesota; and (iii) failing that, by the binding determination of a third party designated by the Bishop which may result in the dissolution of the pastoral relationship.

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

The Rev. NAME

Date Signed

Senior Warden
XXXXX Episcopal Church

Date Signed

* * * *

I hereby acknowledge receipt of this Letter of Agreement between the Rev. XXXXXXXX and XXXXXXX Episcopal Church, XXXX Minnesota, and do hereby consent to its ratification.

The Rt. Rev. Craig Loya
IX Bishop of Minnesota

Date Signed Copy Received by Bishop

Addendum A

Models for Clergy and Congregations Exploring, or Participating in, Part-Time Calls Episcopal Church in Minnesota Winter 2017/18

Models for clergy and congregations with part-time calls, adapted from the provisions included in the Southwest Texas Lutheran Synod's guidelines. Please see the synod's complete booklet for: a thorough exploration of the ramifications of part-time calls; how the wider church can equip clergy and congregations for these calls; the scriptural and theological justification for shared models of ministry within a part-time call; as well as the expectations for both clergy and congregations for benefits. Guideline's booklet can be found at:

<http://images.acswebnetworks.com/1/498/PartTimeMinistryGuidelinesfortheSouthwesternTexasSynodApproved091413.pdf>

It is noteworthy, clergy serving in part-time calls may have additional work or have obligations that make them unavailable outside of the agreed upon hours (clergy filling part-time calls may be bi-vocational, have family responsibilities, or any number of pursuits or obligations that have led to the discernment of pursuing and/or accepting a part-time call). It is the responsibility of the faith community to discern what, if any, coverage will be provided outside of agreed upon work days/units.

It is important for a congregation and its clergy to have a clear shared understanding of the duties of the priest within their context. Absolving, consecrating, and blessing are the only duties which are unique to the priest and cannot (within the traditions of the Episcopal Church) be assumed by the lay order. Within a part-time context, it is of great importance to have clarity around what duties are to be fulfilled by the paid clergy and what duties can and will be covered by the congregation. Some of the duties (such as study and prayer) are a necessity for the priest and cannot be assumed by others on behalf of the priest. For our general purposes, duties often under the purview of the priest include:

- Study and Prayer
- Sermon preparation
- Outreach and evangelism
- Pastoral Care/Counseling
- Hospital and home visits
- Administrative functions (including staff supervision)
- Community involvement
- Denominational involvement
- Church meetings
- Worship services
- Other

In order to best approximate part-time models, it is necessary to establish a shared understanding of full-time ministry. In the Episcopal Church in Minnesota, priests serving in full time calls are expected to serve 5 days a week (the equivalent of 10-12 units).

- Full-time = 5 days (10-12 units)
- 3/4-time = 3.75 days (7- 8 units)
- 1/2-time = 2.5 days (5-6 units)

Part-Time Model 1: Additional days off each week

The priest serving part-time working in this model should receive the full-time number of Sundays off (vacation), 4 Sundays per year with 2 additional Sundays for continuing education. At a minimum, this will mean that the congregation will need lay people, staff, and/or additional clergy (volunteer or paid) for visitation and assistance with office tasks (phone messages, etc.), so that the priest is truly off outside of established days/units.

- For 3/4 time, the equivalent of 3.25 days per week (10 units) will be off, plus 15 days vacation and 4 Sundays)
- For 1/2 time, the equivalent of 4.5 days per week (14 units) will be off, plus 10 days of vacation and 4 Sundays

Part-Time Model 2: Weeks (Including Sundays) Off Per Month

This approach gives a priest serving part-time the benefit of being able to have some full weekends with family who are often on more traditional work and school schedules. This model assumes that in the weeks that are not off, that the priest is serving according to the hours/days established by ECMN as full-time. In this model, the priest's vacation would be proportional as well.

- For 3/4 time, 1 week (including Sunday) per month will be off (plus 15 days' PTO and one additional Sunday in order to allow for a continuous 2 weeks of time away)
- For 1/2 time, 2 weeks (including Sundays) per month will be off (plus 10 days PTO, not inclusive of Sundays)

Part-Time Model 3: Months Off Per Year

This model is a variation of Model 2. This model may be particularly appealing to priests who are parents of school-aged children or spouses of teachers/ school staff. This could involve either the summer months off, and/or January, for example—specific Sundays are to be determined based upon the needs of the priest and the faith community. This model assumes that in the weeks that are not off, that the priest is serving according to the hours/days established by ECMN as full-time. In this model, the priest's vacation would be proportional as well.

- For 3/4 time, 3 months (12 weeks, incl. Sundays) per year will be off (plus 15 days PTO, not inclusive of Sundays)
- For 1/2 time, 6 months (24 weeks, incl. Sundays) per month will be off (plus 10 days PTO, not inclusive of Sundays)

Part-Time Model 4: Combination Models

Some clergy may choose a combination of models in an effort to make the part-time position workable for the small congregation and also of benefit to the priest. In this model, the priest might take extra days or partial days off a week, and additional Sundays off, with less official vacation. In this scenario, the clergy and congregation may determine the number of Sundays that the priest is to serve the faith community a year and add additional PTO based on some percentage of 20 days PTO (non-inclusive of Sundays).