

Assistant Clergy Letter of Agreement

Effective: _____

Between

The Wardens and Vestry of

_____ Church

And

The Reverend _____

Who has been appointed by the Clergy In Charge (hereafter referred to as "Rector") to the position of _____ [Curate / Assistant/ Assistant to the Rector / Associate Assistant (hereafter referred to as "Assistant")], with the understanding that this tenure is to continue for an unspecified period until dissolved by mutual consent or upon 30 days written notice of either party.

The Assistant shall serve at the discretion of the Rector but may not serve beyond the period of service of the Rector except that, pending the call of a new Rector, the Assistant may continue in service if requested to do so by the Vestry of the parish, with the advice and consent of the Bishop, under such conditions as the Bishop and Vestry shall determine. The Assistant may continue to serve at the request of a new rector (see Title III.9.3.c).

PREAMBLE

The relationship between a Rector and an Assistant is unique, and it evolves within a larger covenant of mutual trust and ministry to, and with, each other.

The Assistant is appointed by and accountable to the Rector, serving at the Rector's pleasure. Under the Rector'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 West Missouri and the General Convention, the Assistant shall proclaim the Gospel, love and serve Christ's people, nourish them, and strengthen them to glorify God in this life and the life to come.

The Assistant will have the following responsibilities and duties *[modify as appropriate]*

1. Administrative *[specify]*
2. Preaching and Liturgical Duties *[specify]*
3. Pastoral Care *[specify]*
4. Christian Formation and Education *[specify]*
 - (a) For children-
 - (b) For youth-
 - (c) For adults
5. Other Parish Ministries and/or Responsibilities as specified by the Rector. *[specify]*

ALTERNATE WORDING REGARDING POSTION DESCRIPTION

This ministry is further described in the Assistant Position Description approved by the Rector, Assistant, Wardens and Vestry which is hereby acknowledged and made part of this Letter of Agreement.

Assistant's Employment status, Compensation, Benefits, and Financial

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Employment Status: This position is (full-time/part-time) and exempt. This position is considered professional under the Fair Labor Standards Act (FLSA) and is therefore exempt (not covered) under FLSA. The Assistant is a W-2 employee and shall be compensated in compliance with the diocese's annually approved Minimum Compensation Schedule.

Withholding: Since the IRS considers clergy to be "self-employed," the congregation is not required to withhold or remit the Federal Insurance Contributions Act portion (i.e. "FICA" or "employer's share") of withholding. If requested by the Assistant, the parish may withhold and remit federal, state, and local income tax and SECA on the Assistant's behalf.

Stipend: The Assistant's initial annual stipend shall be \$_____ ; such stipend to be reviewed annually.

Housing Allowance: Per IRS regulations, the Assistant may designate a portion of the stipend as a Housing Allowance. This allowance is then exempt from federal income tax withholding and subject only to the Self-Employment Contributions Act (SECA) portion of withholding. The vestry, prior to the first payroll date, will adopt the appropriate housing allowance resolution. The value of any housing allowance will be made part of the vestry minutes.

Tax Deferred Retirement Plan: The Assistant shall have the opportunity to invest in a tax deferred retirement plan through payroll deduction. The church treasurer will send the Assistant's pre-tax contributions directly to the plan sponsor. The amount is the sole discretion of the Assistant, pursuant to applicable tax laws.

Benefits: The parish shall provide the following customary and required benefits:

- **Insurance:** The full-time (working at least 30 hours per week) Assistant shall have the option to receive medical insurance coverage through the Medical Trust of the Church Insurance Corporation (a division of the Church Pension Group). Medical coverage expense will follow the Diocese approved plan established annually. The current annual benefit is \$_____. An additional \$1000 annually to be deposited into the Assistant's Health Savings account if enrolled in a CDHP plan. Any additional costs for insurance, should the Assistant choose a more expensive insurance coverage plan, shall be borne by the Assistant. Dental coverage will be available for employee purchase. Workers' Compensation will be provided as required by the State of Missouri.
- **Pension:** The annual pension assessment of 18% of the cleric's compensation (compensation as defined by Church Pension Fund rules) will be remitted by the congregation on the required schedule of remittance. This will be \$_____ for the first year and will change as the Assistant's compensation changes in subsequent years. *(There is no pension requirement for Clergy currently receiving Retiree Pension Benefits from the Church Pension Fund.)*

Expense Reimbursements: The Vestry shall reimburse the following expenses incurred by the Assistant in fulfilling the duties of the office:

- Expenses incurred while using a privately owned vehicle for ministry on behalf of the Church will be reimbursed at the then-applicable IRS rate. Such reimbursement is not to exceed \$_____ annually.
- Pre-approved non-travel related expenses incurred in the course of professional activities on behalf of the Church.
- The actual cost of the Assistant's relocation, if necessary, not to exceed \$_____.

Continuing Education Allowance: The Assistant will be allowed \$_____ annually to pursue

canonically required Continuing Education. Such may be augmented by Continuing Education resources made available by the diocese.

Office, Office Equipment, Supplies, etc.: The parish will provide the Assistant use of the parish office, necessary office equipment, and telephone service, postage, internet connectivity, email accounts, supplies, etc. for the ministry of administration.

Supplementary Compensation: The Assistant shall not charge fees for performing any rites of the Church (i.e. baptisms, marriages, funerals, etc.) for members of the parish. The Assistant may, however, receive unsolicited honoraria from members of the parish. The Assistant may also receive additional income for sacramental services on behalf of persons not related to the parish and may also receive fees and honoraria for professional services performed on personal time for groups or individuals unrelated to the parish, or for sermons, books, or articles published outside the parish.

Discretionary Fund: In accordance with the Canons and business practices and guidelines of the church, a Discretionary Fund is to be established and administered by the Treasurer and expended according to the guidance of the Rector. All monetary gifts to the Discretionary Fund are for charitable purposes only. All donations and expenditures from this Fund must be part of the annual audit/financial review.

<u>Synopsis of Initial, Annual Financial Considerations</u>	
Stipend & Housing	\$ _____
Pension contributions	\$ _____
Health Insurance	\$ _____
HSA annual contribution	\$ _____
Travel reimbursement	\$ _____
Continuing Education allowance	\$ _____
Total	\$ _____

Times of Work, Leave, and Vacation

General Work Expectations: The Assistant’s work includes not only activities directed to the parish and its well-being, but also labors on behalf of the diocese and community. As a priest of the Church, the Assistant is expected to take his/her place in the Councils of the Church and in the life and ministry of the Diocese.

Expected Workweek: The Assistant’s scheduled workweek will be five (5) days if full-time and _____ hours per week if part-time, including Sundays, The Assistant is expected to preserve at least one continuous twenty-four (24) hour period each week solely for personal and family pursuits.

Vacation: The Assistant shall have 4 weeks of vacation annually, which includes 4 Sundays. The timing of vacation must be approved by the Rector. During vacation periods, the Assistant shall continue to receive full compensation and benefits.

Leave: The Assistant will have the following periods of leave at full compensation:

- **National Holidays** to be taken so as not to interfere with worship for major occasions or Sundays.
- **Continuing Education Leave** will constitute a maximum of seven (7) days each year.

