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EPISCOPAL DIOCESE OF MASSACHUSETTS

Priest-in-Charge's and Congregation's Covenant of Ministry

This Covenant of Ministry is intended to be negotiated after the Bishop has appointed the Priest-in-Charge and it should be reviewed annually. Negotiations will be facilitated by the Office of Transition Ministry. The model contains recommended provisions that may be varied according to the particular facts and circumstances. For a part-time Priest-in-Charge, the various sections should be prorated on the basis of a fraction (or percentage), e.g., half-time, three quarters time, etc. Consult the current Diocesan Guidelines for Compensation and Benefits.

Priest-in-Charge's and Congregation's Covenant of Ministry

BETWEEN

The Rev. _____ and The Vestry of _____ Church, _____, Massachusetts, which has accepted [his/her] appointment by the Bishop to serve as the Priest-in-Charge. The Priest-in-Charge will serve at the discretion of the Diocesan Bishop. The Priest-in-Charge may terminate this agreement on thirty day notice. The expectation is that the Priest-in-Charge will serve beginning on _____ and will serve for _____ months [years] at _____ hours per week subject to the discretion of the Diocesan Bishop. The parties agree that any changes in the terms and conditions of this agreement must first be approved by the Bishop.

As stated in the church Canons¹, "...[T]he Priest-in-Charge shall exercise the duties of Rector as outlined in Title III Canon 9.5, subject to the authority of the Bishop."

The Office of Transition Ministry will appoint a Priest-in-Charge Consultant who will serve as an advisor for the Priest-in-Charge, the Vestry and the Congregation during that period of transition.

The relationship between a Priest-in-Charge and a Vestry is unique, and it evolves within a larger covenant of mutual trust and ministry to each other consistent with the Constitution and Canons of the Episcopal Church and this Diocese.

The purpose of this Covenant of Ministry is to strengthen that relationship by clarifying some of the practical arrangements.

Section A - COMPENSATION

1. The Priest's-in-Charge salary will be \$ _____ per annum commencing on or about _____ and will be reviewed annually to keep the pace with the guidelines of Compensation and Benefits Committee.

The parties agree that the Total Clergy Compensation ("TCC") for the Priest-in-Charge will equal \$ _____, including the amount of the Housing Allowance, if applicable, which corresponds to _____ % of full-time based on current Diocesan Guidelines for Compensation and Benefits.²

¹ Title III Canon 9.3 Canons of the Episcopal Church

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http://www.diomass.org/inside/parish_clergy_support/document_library

2. Housing³

[Option A - Priest-in-Charge will not live in a Rectory]

The Vestry agrees to adopt annually the necessary resolution required by the Internal Revenue Service designating that portion of the TCC shown above as a Housing Allowance within the meaning of Section 1.107 of the IRS Code.⁴

[Option B - Priest-in-Charge will live in a Rectory]

The Priest-in-Charge and [his/her] family will live in the church-owned Rectory. The Vestry will be responsible for the following expenses:

- (a) Insurance (and property taxes, if any) on the property;
- (b) Maintenance or replacement of some appliances;
- (c) Maintenance of the structure(s), renovations or capital improvements;
- (d) [Specify other responsibilities: e.g., snow and leaf removal, etc.].

The Priest-in-Charge and [his/her] family are responsible for good stewardship in regard to the care of the Rectory and will remain responsible for the general care and upkeep, such as [specify particular responsibilities].⁵

The Priest-in-Charge is expected to present an annual report to the Vestry on the condition of the Rectory, with particular attention to items requiring maintenance.

The Vestry agrees to adopt annually the necessary resolution required by the Internal Revenue Service designating that portion of the TCC shown above as a Housing Allowance within the meaning of Section 1.107 of the IRS Code.

3. [Optional] Other Compensation: [Specify, e.g., SECA allowance, equity allowance, etc]⁶

² Specify other compensation received by the Priest-in-Charge that may be considered part of TCC. Consult the current Diocesan Guidelines for Compensation and Benefits.

³The model contains two options relative to housing. "Option A" applies to those situations where the Priest-in-Charge will not live in a Rectory. "Option B" applies to those situations where the Priest-in-Charge will live in a church-provided Rectory.

⁴The amount of the TCC designated as a Housing Allowance should be the lesser of (1) the fair rental value for the housing; including furnishings and appurtenances (such as garage) and utilities or (2) the amount the Priest-in-Charge expects to spend on housing.

⁵The specific responsibilities of the Vestry and Priest-in-Charge will depend on the particular facts and circumstances. Once these are determined, they should be delineated with as much specificity as possible.

Section B-PREMIUMS

1. The Vestry will pay the following premiums as required:
 - (a) Pension premiums as required by the Church Pension Fund based on the Priest's-in-Charge TCC; and
 - (b) The cost of Health Insurance premiums [specify whether individual or family coverage, which includes domestic partners where applicable] according to the percentage prescribed by diocesan policy.
2. The Vestry will provide the following additional benefits [specify other benefits, e.g., dental, other insurance, life insurance for clergy not eligible for pension, etc. and allocation of premiums].
3. In the event of a total and permanent disability of the Priest-in-Charge, or in the case of the death of the Priest-in-Charge, the following agreements apply:
 - (a) Regarding housing: _____ month(s) in Rectory or _____ month(s) Housing Allowance, to be negotiated by the Vestry, Warden and the Priest-in-Charge, or Priest's-in-Charge spouse or other designee.
 - (b) Regarding compensation (in the event of permanent disability); _____ month(s) salary per year of service, up to a maximum of _____ month(s).

Section C - EXPENSES

The Vestry agrees to pay for the following expenses incurred by the Priest-in-Charge in fulfilling [his/her] professional duties:

1. **Moving**: The cost of moving the Priest's-in-Charge family and household goods once the appointment has been made and confirmed.
2. **Travel**: The Vestry agrees to reimburse the Priest-in-Charge for church-related travel at the current rate established by the IRS up to the amount specified in the budget.
3. **Communications**: To provide for a computer/laptop/pad, internet connection and a telephone in the office of the Priest-in-Charge and a cell phone if necessary. All postage for church business will be included in the parish budget.
4. **Office**: All necessary office furniture, equipment and supplies will be paid by the parish, the amount to be established in the annual budget.

⁶ Since a Priest-in-Charge while living in a church-provided Rectory will not build any equity in a home, a number of Vestries have agreed to fund an equity allowance through contributions to a tax sheltered 403(b) plan. Such other compensation is includable as TCC.

5. **Discretionary Fund:** A fund will be provided for charities and expenditures at the discretion of the Priest-in-Charge in accordance with the Diocesan Guidelines for Clergy Discretionary Funds, the amount to be established in the annual budget.
6. **Guests and Hospitality:** The Priest-in-Charge will be reimbursed for the reasonable costs of hospitality and entertainment on behalf of the parish, the amount to be established in the annual budget.
7. **Professional Fees:** Dues of the Priest-in-Charge to the Massachusetts Episcopal Clergy Association and other professional associations, the cost of the annual Clergy Conference with the bishops, and the cost of professional periodicals, the amount to be established in the annual budget.
8. **Continuing Education:** The amount of \$_____ annually to support continuing education for the Priest-in-Charge. The Priest-in-Charge is expected to make an annual report to the Vestry and/or parish on his continuing education work. The amount to be established in the annual budget.
9. The cost of pulpit supply and pastoral services when the Priest-in-Charge is absent from the parish; the amount to be established in the annual budget.

Section D - LEAVE TIME

[Currently, four (4) weeks of vacation per year and one (1) week of continuing education/career development per year are the recommended minimum. Additional time off for clergy retreat is strongly encouraged. For employment periods longer than eight (8) months but less than one year, the normal vacation leave for clergy (including Sundays) may be prorated.]

The Vestry agrees the Priest-in-Charge shall have the following periods of leave at full pay:

1. _____ week(s) of vacation per year, including Sundays,
2. _____ weeks per year (in addition to vacation time) for continuing education and career development.[and _____ days per year (in addition to the above) for retreat time.]
3. Other leaves: Sabbatical leave after five years in the parish if called as Rector; related preparations will be done in consultation with the Diocesan Guidelines and \$_____ per annum will be deposited in an account established for sabbatical preparedness. The Priest-in-Charge shall also have a day off after Christmas and Easter.⁷

Section E - SUPPLEMENTARY COMPENSATION

Wedding, funeral and other fees allocations will be decided upon by mutual agreement of the Priest-in-Charge and the vestry. Such fee allocations may be used to fund the Discretionary Fund.

The following understanding has been reached between the Priest-in-Charge and the Vestry concerning the income the Priest-in-Charge may receive performing [specify].

⁷Other leave may include parental leave in the event of childbirth or adoption or family leave. Consult the Guidelines for Compensations and Benefits.

Section F - USE OF BUILDINGS

In addition to full use and administration of parish buildings for the discharge of his/her duties, the Priest-in-Charge shall have the right to grant use of the buildings to individuals or groups from outside the parish, which is consistent with both the church canons and the parish bylaws. From the church canons, "For the purposes of the office and for the full and free discharge of all functions and duties pertaining thereto, the Priest-in-Charge shall at all times be entitled to the use and control of the Church and Parish buildings together with all appurtenances and furniture, and to access to all records and registers maintained by or on behalf of the congregation" (Title III Canon 9.5 (a) (2))

Section G – MUTUAL MINISTRY AND RESPONSIBILITIES

Recognizing that the review of a congregation's total ministry should be a continuing process,

1. The Priest-in-Charge and both Wardens are expected and encouraged to meet at least once every two weeks to discuss matters pertaining to the well-being of the people and facilities of the parish.

The Priest-in-Charge and the Vestry agree to meet at least once a month (regular Vestry meeting) to clarify expectations and to evaluate successes and raise concerns from the congregation, staff, and leadership. Such meetings are intended to ensure the effectiveness of joint ministry of the lay leadership and clergy. Details of building status and church finances from the month shall be reviewed at each vestry meeting.

Suggested Tasks during the Period of Transition

The clergy person's tenure as a Priest-in-Charge is seen as prime time for renewal, re-energizing the parish in its life and mission. Beyond maintaining effective ministry during this period, the Vestry and Priest-in-Charge shall work together to prepare the congregation for a healthy future. Specific tasks to be addressed include, as needed:

- 1) Coming to terms with the history of the congregation and its relationships with previous clergy.
- 2) Discovering the congregation's special identity, what it dreams of being and doing apart from previous clergy leadership.
- 3) Dealing with shifts in leadership roles that naturally evolve in times of transition, allowing new leaders to come to the fore constructively.
- 4) Renewing and reworking relationships with the Diocese, so that each may be a more effective resource and support to the other.
- 5) Building commitment to the leadership of the new rector in order to be prepared to move into the future with openness to new possibilities.
- 6) Help the congregation to develop and implement a successful stewardship campaign
- 7) Help the congregation explore evangelism and how it can be practiced in the parish and community
- 8) Help the congregation engage in Christian formation

Vestry Responsibilities

All ministries other than those reserved to ordained leadership (such as administering the sacraments) are understood as mutual ministries of the laity of the parish and the Priest-in-Charge. The Vestry shall lead the laity to support and cooperate with the Priest-in-Charge in pursuit of parish goals and in the performance of the developmental tasks of the interim period.

The Vestry is legal agent for the parish in all matters concerning its corporate property and in its relationship with the Priest-in Charge. The Vestry will see that the Priest-in-Charge is properly supported, personally and organizationally, as well as in the Vestry's financial obligations to the Priest-in-Charge.

Priest-in-Charge's Responsibilities

The Priest-in-Charge represents and extends the ministry which is the Bishop's pastoral and canonical responsibility for congregations in leadership transition. The Priest-in-Charge shall lead the parish as pastor, priest and teacher, sharing in the councils of this congregation and of the whole church, in communion with our Bishop. During the term of this agreement, and subject to the discretion of the Diocesan Bishop, the Priest-in-Charge shall have authority and responsibility for the conduct of the worship and the spiritual jurisdiction of the Parish, subject to the Rubrics of the Book of Common Prayer, the Constitution and Canons of this Church, and the pastoral direction of the Bishop.

The major goal of the Priest-in-Charge's ministry is to prepare the congregation for the next phase of their life together. To this end, the Priest-in-Charge shall:

- a) Strive to implement the above tasks,
- b) Maintain the regular church ministries (worship service, preaching, pastoral care, education, etc.),
- c) Supervise all parish staff in the exercise of their responsibilities and ministries, for which they shall be accountable to the Priest-in-Charge,
- d) support the Vestry in its responsibilities.

The Priest-in-Charge is expected and encouraged to participate in regional, deanery, diocesan and churchwide responsibilities, as well as community endeavors. Further, time given to such work shall be understood as an integral part of the Priest-in-Charge's ministry in the parish.

The Bishop expects the Priest-in-Charge to attend monthly meetings of the Priests-in-Charge group also known as Fresh Start. Participation in such events is considered church-related business for the Priest-in-Charge.

Mutual Review of Ministry

Six months after the Priest-in-Charge has been appointed by the Bishop, under the guidance of the Priest-in-Charge Consultant, the Priest-in-Charge and the Vestry will have a retreat together to establish short term and long term goals for the parish. After 18 months of the Priest-in-Charge appointment a Mutual Ministry Review will be done under the guidance of the Priest-in-Charge Consultant. A second Mutual Ministry Review initiates the discernment year, which is the final year of the Priest-in-Charge's tenure. The consultant will forward the reports of both reviews to the Office of Transition Ministry. Throughout the process, the Priest-in-Charge Consultant will be in regular communication with the Office of Transition

Ministry. The Priest-in-Charge and wardens are welcomed and encouraged to consult with the Office of Transition Ministry as needed throughout the process.

Section H—TRANSITION REVIEW

The Priest-in-Charge was shown and is fully aware of the content of the Transition Review Report performed by _____ before his/her appointment.

Section I – STATEMENT OF NON-DISCRIMINATION

In accordance with Diocesan and Episcopal Church principles, this congregation will not discriminate on grounds of age, race, gender, sexual orientation, marital status, or disability.⁸

PARISH SIGNATURES

Date: _____ Priest-in-Charge: _____

Approved by the Vestry on (date) _____

Warden: _____

Warden: _____

Clerk: _____

Reviewed by the Office of Transition Ministry

⁸ Since its 2001 Report to Convention, the Compensation and Benefits Committee has included this statement to reflect the concerns of both the Diocese of Massachusetts and the Episcopal Church as reflected in a variety of resolutions presented in their respective conventions.

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Date: _____ By: _____

BISHOP'S SIGNATURE

Reviewed by the Bishop:

Date: _____ Bishop: _____