

(This document presumes an attached appendix and is not valid without it. In order to expedite the call process, all other documents executed in relation to a call, whether specifically noted or not, presume knowledge of all items stated or referenced below. For information on the appendix, contact the Rev. Canon Massey Gentry, [mgfairhope@gmail.com](mailto:mgfairhope@gmail.com).)

I. General Instructions, Policies, and Definitions

- A. This document is designed for use in a variety of clergy/parish relationships. The terminology for the order/office/institution may be changed as befits the situation. Likewise, the subjects of the agreement will change depending on the use of honorifics or applicable titles. In circumstances where the cleric being called is staff rather than the senior clergy person, the agreement is between said senior and the called priest. This does not discharge, however, the necessity of obtaining the bishop's signatory consent. Both this document and the appendix constitute a single covenant for ministry. The designated signatures on the relevant appendix presume knowledge of and agreement with this Letter of Agreement. Unless specifically referenced in the appendix there are no other documents relative to this call agreement.
- B. At the date(s) of signing, this letter and any accompanying documents reflect the current diocesan policies and norms as stated in the canons, the Journal of Convention, the diocesan website, the Greensheet, and any and all other generally accessible communications of the ecclesiastical authority. Knowledge of such is presumed by all signatories (by office) and ignorance of same shall not be considered a mitigating factor in any dispute regarding this covenant. Publicly posted in any form specific to this diocese, TEC, and/or the office of the bishop, changes thereto shall be presumed to be applicable to all preceding agreements. Likewise, nothing in this or any other superseding document(s) shall take precedence over the written pastoral judgment of the bishop insofar as those judgments are consistent with titles III and IV of the general canons. All parties are urged to become familiar with such policies as posted in the "Resources" section of the diocesan website.
- C. Unless otherwise specifically designated, the following terms, regardless of capitalization, are considered generic for the purposes of this letter and the appendix and their equivalents so noted: "parish" (and/or "congregation") refers to any worshipping community subject to the legal and/or ecclesiastical authority of the Bishop of the Central Gulf Coast; "bishop" shall refer to any person or group of leaders designated by Canons as the ultimate ecclesiastical authority of this diocese. "wardens," in any form or status, refers to both the Vestry itself or to any duly elected lay leaders given the authority to act as the representative thereof. "Vestry," refers to that authority of self-governance and oversight given to every congregation in the Episcopal Church as per Canons. "canon" shall refer inclusively to the most recent edition of the Canons of this Diocese and the Constitution and Canons of The Episcopal Church. "priest" shall refer to any clergy person of that Order regardless of honorifics or other functional titles. "Clerk of Vestry" refers to any person designated

at any meeting of the Vestry with responsibilities for recording the minutes. The designation of a clergy person as "active" references status as per the Church Pension Fund. (This document purposely avoids use of terms such as "rector," vicar," et al. Such designations should be noted in the appropriate appendix as per above.)

- D. Individual parish bylaws may inform parts of this document but under no circumstances preclude, replace, or contradict anything herein.
- E. This Letter and all attached or referenced documents by whatever title or designation constitute a framework for ministry. Nothing herein is intended to represent any form of legal contract within the various civil jurisdictions of this diocese. With regards to any interpretations or disputes arising from civil law, particularly in situations where this agreement shall apply to any clergy person not being the rector or priest in charge, all parties are urged to seek and follow the advice of their respective chancellors and/or the respective diocesan chancellors for Alabama and Florida, both of which being "at will" states. Any portions of this or the referenced documents determined to be in violation of civil law in any jurisdiction applicable to this diocese shall be deemed invalid without affecting the remaining stipulations.
- F. All parties agree that the Bishop of the Central Gulf Coast, acting in the capacity of Chief Pastor, may terminate or alter any or all portions of this and any and all accompanying documents at will. In such cases, the bishop shall not be required to obtain agreement from the other signatory parties but shall inform them within 30 days of any such decision. Insofar as being consistent with the canons and policies of this Church and diocese, this agreement likewise may be terminated with 30 days notice from any other signatory parties, the terms of termination being subject to negotiation approved by the bishop. Conduct that could result in Title IV issues are subject to the pastoral judgement of the bishop until such time as resolved via the canonical process.
- G. All parties agree that this and any accompanying documents may be edited for purposes of spelling, numeration, grammar/syntax, etc.
- H. To expedite this process, all documents of this nature may be transmitted initially with electronic consents. However, a hard copy with all the specified signatures must be made available to Ms. Mary Poss in the bishop's office not less than 10 working days following the recording vestry meeting. It is understood that failure to submit a hard copy of all related documents within this time frame can be considered cause by the bishop to reject all agreements. All parties are reminded that no announcements concerning a call may be made until the bishop specifically so indicates.

## II. General Expectations of Clergy and Congregations

- A. All clergy serving in this diocese acknowledge and commit to attaining the Biblical tithe as the minimum standard for personal stewardship and acknowledge a duty to so instruct the respective congregations.
- B. All clergy of this diocese, as well as the vestries of the respective congregations, acknowledge the obligation to share in the larger ministries of the CGC, their various communities, and the world. Such service by any clergy person shall not be counted against their respective periods of leave.
- C. All clergy designated as responsible by virtue of position acknowledge the duty to provide in a timely manner such information as may be required by the canons and customs of this Church.
- D. All congregations in this diocese are expected to comply with best business practices. All parties acknowledge, however, that the accuracy of and legal responsibility for all transactions on behalf of a member of the clergy with the Church Pension Fund and/or the IRS (including the State of Alabama where applicable) ultimately belong to the individual priest.
- E. All congregations are expected to provide at their individual expense the various support costs for the maintenance and running of the parish (postage, copier, phones, etc.). Under no circumstances shall these be considered the responsibility of the clergy unless so specified in the accompanying Appendix. This shall include the responsibility of the parish for clergy expenses re Annual Convention, clergy conferences, and attendance at any other such gatherings as may be expected by the Bishop. This items in this section shall apply equally to clergy serving as interims (regardless of the title).
- F. All clergy and vestries acknowledge the mandate of TEC and the Diocese of the CGC to conform to the various professional codes of conduct, to engage in such training as may inform such policies and provide proof of such upon the demand of the bishop's office.
- G. All clergy not serving in this diocese at the time of a call acknowledge their responsibility to provide in timely manner the canonically mandated Letters Dimissory and any other such information as may be requested by the bishop. All parties recognize it is the right of the bishop to refuse to accept such Letters or to delay acceptance until such time as pastoral discretion so determines.
- H. All clergy and congregations serving the Diocese of the CGC acknowledge without reservation the authority of the bishop and their corresponding allegiance to

conformity with the Constitution and Canons of the General Convention of The Episcopal Church and the rubrics of The Book of Common Prayer, 1979.

- I. Any clergy person serving in this diocese who has either previously or intends to opt out of any government mandates (i.e. income tax and SECA) must make it known to the bishop and parish at the time of the call.
- III. Generally Applicable Guidelines re Benefits and Considerations (Note: "Pension base" and "Total Assessable Compensation" [TAC] in this and related documents are used interchangeably).
- A. Unless otherwise stated in a specific Appendix A, there shall be no "compensation in lieu of" for any items listed in this section.
  - B. With the exception of funds set aside for a sabbatical or continuing education, no monies or related benefits shall accrue beyond the end of a particular budget year. In such cases where accrual of said funds is the intent, there shall be a vestry resolution so stating not later than the last regularly scheduled meeting of that body each year. The continuing education policy is listed on the diocesan website but there is no current diocesan wide policy on sabbaticals. Where applicable, such specifics are included in the Appendix A accompanying this document.
  - C. All clergy shall have the right to self-declare a portion of their gross pension base as "housing allowance" as per existing IRS regulations. This shall be done at the first regularly scheduled vestry meeting of each year (or, in the case of a new call, at the first vestry meeting thereafter). Any such declaration, however is the sole legal responsibility of the priest, not the parish regardless of the manner of withholding.
  - D. All congregations shall pay 18% of "pension base" into the Church Pension Fund for the benefit of any and all clergy serving said parish as long as such clergy have not attained the status of "retired." This stipulation shall apply even in cases of supply clergy or other such situations where the clergy person serves on an occasional basis. Pension base generally includes all funds paid to the clergy person other than reimbursements for expenses. For clarification of what constitutes pension base, it shall be the responsibility of the individual clergy person to so determine with the Church Pension Fund. All parties recognize that the designations regarding pension fund rules may or may not coincide with federal and/or state tax regulations. (See Appendix A for more information on pension base). Note that, regardless of such notices which may be filed with the Church Pension Fund by the parish treasurer, the final responsibility for such change notices rests with the individual priest. At the end of each year, every "active" status priest is given a summary of their pension standing. It is the sole responsibility of that priest to verify the accuracy of their summary and failure to do so could result in a loss at the time of retirement.

- E. No congregation should be expected to reduce general giving to the diocese in order meet obligations for the support of the clergy.
- F. In such cases where a discretionary fund is provided, all parties recognize that such shall be audited as per the best business practices of the diocese. All parties agree, as well, that such funds, regardless of the source, are the property of the parish and, unless so gifted by the vestry, do not “travel” with the clergy person. If gifted, they may be pensionable and taxable.
- G. No clergy person may charge or require a financial or similar in-kind exchange for the provision of any sacramental or pastoral act. Such a gift may be received as long as it is specifically designated for the personal use of the clergy person. To be clear, any monies or other conveyance of funds given to a clergy person for which the donor can reasonably expect an IRS deduction belong to the congregation. Any other such gifts given by cash or directly in the name of the clergy person remain personal to the individual priest.
- H. In all situations the parish shall pay required Workmen’s Compensation.
- I. In all situations the parish shall provide such health and other such insurance as per the policies of this diocese. The nature and cost thereof shall be included in the specific Appendix A. This stipulation may be waived provided the clergy person is on Medicare (or similar coverage) and upon the permission of the diocesan administrator. In situations where the priest is bi vocational, insurance coverage requirements, eligibility, and options shall be at the determination of the bishop upon the advice of the diocesan administrator.
- J. No “active” status clergy person shall engage in or receive payment for regular and normal secular employment without first having permission of the bishop.
- K. Unless specified otherwise in the attached Appendix A, the normal vacation benefit in this diocese is four weeks, including Sundays. These periods may not accrue beyond a specific calendar year except as such extensions are specifically approved by the vestry. In addition to “vacation” time, all clergy are allowed at least such days off as may be taken by the bishop’s office staff. All clergy are likewise permitted at least two days off per week, such days to be negotiated with the appropriate vestry or ecclesiastical authority. If noted in Appendix A, there may be included as well a provision for an additional day out of office for sermon preparation and study. No provision is made for leave resulting from sickness, grief, child birth/care, etc. These are matters of pastoral judgement and should be so regarded in seeking/granting such consideration. Likewise, clergy serving less than full time or no longer serving as “active” as defined by the Church Pension Fund shall have the right to modify this section as otherwise negotiated.

- L. Unless specifically referenced in any of the documents, notices, and publications herein or attached, all parties acknowledge there are no other agreements, by whatever designation, affecting in anyway these instruments.

#### IV. Individual Calls

- A. All calls are specific to an individual situation and may not be altered without the written consent of the bishop (e.g., from priest in charge to rector/vicar).
- B. No priest on staff, by whatever title, maybe advance by an immediate and subsequent call to the position of rector (or such other title as may be used for the senior clergy person) upon such a vacancy unless a stipulating agreement has been included in the original appendix.
- C. All acts and decisions of a vestry concerning the call and deployment of any member of the clergy should be duly recorded in the minutes of the most immediate, if not concurrent, meeting thereof.

IN CONCLUSION and as elsewhere stated, this Letter of Agreement serves to state norms, expectations, and covenants as apply to all clergy in this diocese but presumes full time ministry. For this reason, and in situations with any mitigating factors, the accompanying appendix is determinative and must be signed as per stipulated. All clergy, however, are expected to conform to the normally accepted best practices of pastoral and liturgical care as identified in the Book of Common Prayer, the expectations of the bishop, and the Anglican tradition and Communion.

NOTE: Upon your acceptance of this and associated documents, contact Ms. Mary Poss ([mary@diocgc.org](mailto:mary@diocgc.org)) in Duvall Center for transmittal instructions. If you have questions about content, contact the Rev. Canon Massey Gentry ([mgfairhope@gmail.com](mailto:mgfairhope@gmail.com)). Remember that a call cannot be announced until the bishop signs his copies or otherwise gives his permission.