

## 6.0 EMPLOYMENT: MEMORANDUM OF UNDERSTANDING

The Rector of a congregation should have a written employment - Memorandum of Understanding stipulating the mutual understanding of the Rector and Vestry in calling the Rector. <sup>1</sup> Reasons for a written agreement include, for example, the expectations of the parties, perhaps a major change of residence for the new Rector and family, and possible performance benchmarks or stipend expectations.

It is also important for subordinate employees (and some unpaid lay ministers) to have a Memorandum of Understanding, even though they serve at the pleasure of the Rector. Having clear written ministry descriptions, expectations, terms of employment and benefits, along with regular reviews, will go a long way toward preventing misunderstandings and bitter feelings. Memoranda of Understanding and regular reviews are excellent ways to communicate expectations, guidance and appreciation for a job well-done.

The negotiation and preparation of an employment agreement (Memorandum of Understanding) is the responsibility of the Vestry, the prospective Rector, and their professional advisors. However, if requested, the Diocese may lend assistance to a Vestry through the advice of the chancellor or other experienced person. The Diocese has a template available for use. If the chancellor is consulted, there is a nominal fee for his review, paid by the local church. **Please see Appendix \_\_\_\_\_ for the Memorandum of Understanding Template.**

<sup>1</sup> ACNA Canons provide (subject to local law and diocesan canons not in conflict) that no Rector may be called or dismissed from a congregation without the *consent* of the Bishop, and that no other clergy may be called or dismissed from a congregation without *consultation* with the Bishop; further, that assistant clergy and lay employees of a congregation serve under the direction of and at the pleasure of the Rector. ACNA Canons, Title 1, Canon 6, Section 4.

<sup>2</sup> "The rector, subject to the supervision of the Bishop, shall be the ecclesiastical authority of the congregation and the chief executive officer of its corporation. The rector shall at all times have full access to and control of all of the congregation's buildings and facilities. The rector shall be in charge of the music for services, and shall supervise all services, ritual observances, and ministries of the congregation."

<sup>3</sup> For example: Should two-thirds (2/3) of the members of the vestry wish to end its pastoral relationship with the rector, the vestry shall notify the Bishop. The Bishop shall appoint intercessors to cover the matter in prayer. The Bishop shall meet with the vestry, with the rector being present if the rector wishes, so that the matter may be fully aired and discussed. Thereafter the Bishop shall meet and pray with the vestry and with the rector as many times as he believes necessary to resolve differences to the satisfaction of the parties or to accomplish a termination of the pastoral relationship in a Godly manner. The Bishop, as conciliator and spiritual counselor -- and as the ecclesial authority to whom the vestry and rector are submitted -- shall devote generously of his time and attention so that the matter may be resolved as expeditiously as possible, consistent with Godly process and Scriptural principles."