

The Episcopal Diocese of Pennsylvania

LETTER OF AGREEMENT

Between

The Right Rev. Daniel G. P. Gutierrez

and

The Rev. Deacon _____

Whom the bishop has assigned to

_____ Church

_____ PA

effective _____, 2017

PREFACE: The ministry of the Deacon has its origins in the life and ministry of Christ and in the history of the early Church. It is given shape, meaning and purpose in the words of the Baptismal Covenant. This ministry is made concrete and specific by the words of the ordination service for Deacons:

“God now calls you to a special ministry of servanthood directly under your bishop. In the name of Jesus Christ, you are to serve all people, particularly the poor, the weak, the sick, and the lonely. As a Deacon in the Church, you are to study the Holy Scriptures, to seek nourishment from them, and to model your life upon them. You are to make Christ and his redemptive love known by your word and example, to those among whom you live and work and worship. You are to assist the bishop and priests in public worship and in the ministration of God’s Word and Sacraments, and you are to carry out other duties assigned to you from time to time.” (BCP p. 543)

Diaconal ministry is understood as one which takes on characteristics of both servanthood and leadership. While the Deacon is bound by vow directly to the bishop, the Deacon also carries out ministries in close collaboration with the Rector/Vicar and congregation, as well as outside the formal boundaries of the Church.

1. Authority
 - 1.1 Deacons serve directly under the authority of the Bishop and are accountable to the Bishop. Their office in congregations reflects and extends their role as agents of the Church, commissioned by the Bishop to make the word of God, the mystery of Christ, known in many different ways and venues.
 - 1.2 Deacons serve in accordance with the diocesan customs for the Diaconate.
 - 1.3 Rectors/Vicars in Charge preside in their congregations and exercise authority in matters concerning the congregation.
2. Tenure
 - 2.1 The Bishop will consult with the Deacon and the Rector/Vicar or other leader exercising oversight before making the assignment, taking into account the particular gifts and travel requirements of the Deacon.
 - 2.2 The assignment continues until the Bishop withdraws it, at his discretion.
3. Ministries in the Congregation
 - 3.1 The Deacon shall work with Rector/Vicar and the members in the ongoing renewal of the congregation.
 - 3.2 The Deacon shall work with the people of the congregation in discerning gifts and developing ministries to those in need. The Deacon shall cultivate sensitivity to the needs, concerns, and hopes of the world.
4. Liturgy

The Deacon shall perform the full and proper liturgical functions of a Deacon at Sunday, Holy Day Liturgies, and at other liturgies such as baptisms, weddings, and funerals as available by mutual agreement with the Rector/Vicar. These functions are laid out in the Book of common Prayer and include Proclaiming the Gospel, Bidding the Prayers of the People, and the Confession, Assisting at and preparing the Table at the Eucharist, Sending Forth the Eucharistic Visitors, Dismissing the People, Preaching on a regular basis and other agreed upon functions consistent with his/her call to the order of the Deacon.
5. Participation in Diocesan and Congregational Life
 - 5.1 From time to time the Deacon may assist at liturgies elsewhere.
 - 5.2 The Deacon will participate, to the fullest extent possible, in diocesan convention, clericus, deanery and other required meetings, in gatherings for Deacons, and in continuing education.
 - 5.3 The Deacon shall share in the Councils of the Church.
 - 5.4 The Deacon shall participate (or have participated) in all diocesan mandated training experiences.
 - 5.5 By agreement with the Rector/Vicar, the Deacon may serve on appropriate committees of the congregation.

6. Work and Leave

- 6.1 The Deacon normally serves the congregation without stipend or fee.
- 6.2 The congregation shall reimburse travel expenses incurred in the course of the Deacon's ministry, including to and from meetings. The expenses shall include public transportation and automobile expenses to be reimbursed at the current IRS rate for business use and out-of-pocket costs for parking fees and tolls.
- 6.3 Deacon's attendance at diocesan convention and other required meetings shall be paid for by the parish.
- 6.4 The congregation may furnish a discretionary fund for the Deacon, funded out of offerings for the poor, other special offerings, and direct donations, to be used for charitable purposes outside the congregation. The fund shall be set up as the Deacons Discretionary Account, using the congregation's tax ID number. The Fund should follow diocesan guidelines, including being subject to annual audit. The Deacon shall make a regular report to the Rector/Vicar on the use of the fund.
- 6.5 The congregation shall furnish an allowance for continuing education in order to comply with the canons of the Church.
- 6.6 The congregation shall furnish vestments for the Deacon's role in congregational liturgies.
- 6.7 The Deacon shall maintain membership in professional organizations and shall subscribe to professional periodicals and buy religious books, all pertaining to work as Deacon, at the Deacon's expense unless the church agrees to provide a professional expense allowance.
- 6.8 The Deacon is eligible for the following periods of leave, if possible taken concurrently with leave from secular work:
 - 6.8.1 Four weeks vacation each year.
 - 6.8.2 Two weeks each year for continuing formation.
 - 6.8.3 Sick leave, as required.
 - 6.8.4 Sabbatical leave from all church duties, normally after each five years of service, after application to the Rector/Vicar and with the consent of the Bishop. The typical length of such leave is three months.
 - 6.8.5 Such other leave as is required to develop and maintain self-support outside the church.
 - 6.8.6 Such other leave as required by diocesan responsibilities.

7. Review

- 7.1 The Deacon will schedule a meeting with the Bishop annually to discuss ministry goals, achievements and problems.
- 7.2 The Deacon will provide an annual letter of review to the Bishop.
- 7.3 This agreement shall be reviewed and if necessary revised every three years. Revision may be initiated at any time by the Bishop or at the request of the Deacon or the Rector/Vicar.
- 7.4 Mutual Ministry Review: The Deacon shall be invited by the Rector/Vicar to participate in any parish/mission Mutual Ministry Review which may occur.

8. Termination

- 8.1 This agreement automatically terminates, including withdrawal of the Deacon’s assignment to the congregation, if and when the Rector/Vicar leaves this congregation. The Bishop or Archdeacon in consultation with the Bishop may continue the Deacon’s assignment for the interim period. A new letter of Agreement may be in place during the interim. After a new Rector/Vicar has taken office, the Bishop may continue the Deacon’s assignment to the congregation, after consultation with the Rector/Vicar and the Deacon. The Rector/Vicar and the Deacon shall then, as soon as possible, establish and sign a new Letter of Agreement, subject to the signed approval of the Bishop. A three-month leave of absence for the Deacon, agreed upon by the Bishop, Rector/Vicar and the Deacon, may be appropriate at any time during the first six months of the new Rector/Vicar’s tenure.
- 8.2 The Deacon or the Rector/Vicar may request termination of this agreement, including withdrawal of the Deacon from the congregation, at any time, by giving written notice to the Bishop. The Bishop may act on the request, at his discretion.
- 8.3 The Bishop may terminate this agreement, withdrawing the Deacon from the congregation, at any time and for any reason, by giving notice to the Deacon and the Rector/Vicar.
- 8.4 On such terminations, if desirable, an interval of thirty days shall be granted before the Deacon is withdrawn.
- 8.5 Upon reaching the age of mandatory retirement, the Deacon will meet with the Archdeacon who will consult with the Bishop to consider possible reassignment.

9. Interpretation

If the Deacon and Rector/Vicar are in disagreement concerning interpretation of this Letter of Agreement, either party may appeal for mediation to the Bishop whose decision shall be final.

Signed by the Bishop and the Deacon:

Bishop _____ Date _____

Archdeacon _____ Date _____

Deacon _____ Date _____

Signed by the Rector/Vicar, if any, consenting to the assignment of the Deacon:

Rector/Vicar/Priest in Charge _____ Date _____

Signed by the Senior Warden/Bishop’s Warden, indicating awareness of this Agreement:

Sr. Warden _____ Date _____