# Interim Rector letter of agreement

***between***

**the Wardens and Vestry of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Episcopal Church, in**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (location: town, village, city), the Bishop/Ecclesiastical**

**Authority of the Diocese of Central New York, and the Rev. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**

who has been appointed Interim Rector with the understanding that this tenure will continue until shortly before the arrival of the new Rector, unless earlier dissolved by mutual consent, or upon 60 days’ notice by either party, subject in any case, to approval of the bishop. As the job of the Interim Rector is to prepare for healthy transition to the next Rector, the Interim Rector will not and cannot be called as Rector.

## Developmental Tasks of the Interim Period

The present interim period is seen as prime time for renewal, reenergizing the parish in its life and mission. Beyond maintaining effective ministry during this period, the Vestry and Interim Rector will work together to prepare for healthy transition to the next Rector. Specific tasks to be addressed include:

Coming to a clear understanding of the history of this parish, and its relationships with previous clergy.

Discovering the parish’s special identity, understanding what it is that God is calling it to be and do, apart from previous clergy leadership.

Dealing with the changes in leadership roles that naturally evolve in times of transition, allowing new leaders to come to the fore constructively.

Renewing and redeveloping relationships with the bishop’s office and the greater diocese, so that each may be a more effective resource and support to each other.

Building commitment to the leadership of the new Rector, so that the parish is prepared to move into the future with energy and openness to new possibilities.

## 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 Interim Rector. The Vestry will lead the laity to support and cooperate with the Interim Rector 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 Interim Rector. The Vestry will see that the Interim Rector is properly supported, personally and organizationally, as well as in the Vestry’s financial obligations to the Interim Rector.

## Interim Rector Responsibilities

The Interim Rector represents and extends the ministry that is the Bishop’s pastoral and canonical responsibility for parishes in leadership transition. The Interim Rector will lead this parish as pastor, priest and teacher, sharing in the councils of this parish and of the whole church, in communion with our Bishop. The Interim Rector’s work includes not only activities directed to the parish and its well-being, but also labors on behalf of the diocese and community. The Interim Rector will:

Work with the Vestry and other lay leaders to maintain the regular schedule of worship services and preaching, education, pastoral care and pastoral offices (weddings, funerals, baptisms), calling upon the sick and shut-in, visiting newcomers, and the ongoing administration of the parish.

Supervise all parish staff, both lay and ordained, in the exercise of their responsibilities and ministries, for which they will be accountable to the Interim Rector.

Function as Chair of the Vestry, and support the Vestry in its responsibilities.

The major goal of the Interim Rector’s ministry is to prepare the parish for the coming of the next rector. To this end, the Interim Rector will:

Help the parish deal with the various emotions related to the change in a congregation due to the departure of the former rector, as well as any other unresolved issues arising from the rector’s departure.

Facilitate the constructive process of coming to terms with the change that may include internal conflicts within the parish.

Help the Vestry, lay leaders, and parish staff make such changes as may be needed to align parish life and administration with generally accepted policies and standards in the diocese.

Help the Vestry and lay leaders define, or re-define, the purpose and direction of the parish.

The Interim Rector will communicate regularly with the Transition/Deployment Officer and/or Bishop and with any consultant in the Interim and Search process. The Interim Rector will not be eligible to be a candidate for Rector.

### Section A: Times of Work and Leave

1. The Interim Rector’s normal workweek is on a full-time basis -- five days, usually measured as ten to twelve units of mornings, afternoons, or evenings in various combinations reflecting the demands of this ministry. In general, no more than three evenings per week are expected. The Interim Rector is expected to preserve at least one continuous twenty-four hour period each week solely for personal and family use.
2. The Interim Rector will have the following periods of leave at full compensation:
	1. Federal Holidays, to be taken so as not to interfere with worship for major occasions.
	2. Annual Vacation of one month, including five Sundays.
	3. Professional Development Leave, at the rate of (at least two weeks, including one Sundays) per year.

### Section B: Interim Rector Compensation

1. The Interim Rector’s monthly **cash salary** will be $\_\_\_\_\_\_\_\_\_ annually, to be reviewed and adjusted annually.
2. **Housing—the Interim Rector will:**

**Receive a cash housing allowance of $ \_\_\_\_\_\_\_\_\_\_\_\_**

**OR**

**Live in the church owned rectory**—(to estimate the value of church provided housing, CPG determines the value to be an amount equal to 30% of the cash salary, plus the cost of utilities paid by the vestry, and SECA allowance.)

**Value of living in church owned rectory: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Equity Allowance**—clergy who live in church owned housing will receive an equity allowance. (The purpose of this requirement is to build an equity fund for housing after retirement.)

**Equity Allowance:** (to be deposited in a 403B account): $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **SECA Allowance**—For the purpose of Social Security & Medicare taxes, clergy are considered self-employed and are subject to a 15.3% tax rate. According to Diocesan policy, clergy must be reimbursed for 50% of this tax. The SECA Allowance will be paid to the priest as additional cash compensation - 7.65% of the sum of (1) cash salary (2) housing allowance or housing value of the rectory plus utilities paid by the vestry, and (3) Equity Allowance (if required).

**SECA Allowance:** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The Vestry will pay the following benefits:
	1. **Church Pension Fund** assessment on the sum of the Interim Rector’s annual cash salary, housing value or allowance, utilities that are paid by the vestry, SECA allowance, and equity allowance.

**TOTAL Pension $\_\_\_\_\_\_\_\_\_\_\_\_\_**

* 1. **Health and Hospital Insurance (HHI)** according to current Diocesan policy, unless equivalent or better HHI is provided independently through the employment of the Rector’s spouse or partner. In this case, the Interim Rector may sign a waiver to forgo the HHI plan and the Vestry may consider an amount equal to the HHI premium for a single individual for the purchase of an annuity.

**HHI Coverage: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* 1. **Workers’ compensation Insurance** as required by State Law.

### Section C: Interim Rector Expenses

The Vestry will pay the following expenses incurred by the Interim Rector in fulfilling the duties of office:

1. Automobile expenses. The use of the Interim Rector’s private automobile for church business is to be reimbursed at the rate per mile approved annually by the Internal Revenue Service (to be reviewed annually against actual costs), plus out-of-pocket expenses, such as parking, tolls, etc., to an annual limit of \_\_\_\_\_\_\_\_.
2. The normal expenses of the church’s office operation, such as telephone, postage, office equipment, supplies, secretarial services, etc.
3. Consideration of a Professional Expense allowance to a limit of $\_\_\_\_\_\_\_\_\_\_ annually (for books, vestments, professional periodicals, etc.)
4. The cost of a telephone for the Interim Rector’s residence or a cellular phone. This telephone number will be published to insure the Interim Rector’s accessibility in case of emergencies. The Interim Rector will pay the cost of all personal long distance calls.
5. The Diocesan requirement is for a minimum of 2 weeks per year for Continuing Education time. The parish will offer a Continuing Education Allowance of up to: $\_\_\_\_\_\_\_\_per year.

### Section D: Discretionary Fund

In accordance with the Canons of General Convention, the Alms/Discretionary fund, in the absence of a Rector, is under the control of the Parish Almoner. The Senior Warden will be appointed Parish Almoner, and, together with the Interim Rector and Junior Warden, will have access to this fund for the aid of the poor and those in need, and for any other reasonable expense normally attributed to such a canonical Alms/Discretionary fund.

All deposits to the Discretionary Fund are to be made through the General Fund of the congregation, are to be audited annually at the time of the required parish audit, and are not to be used to defray clergy expenses that are subject to reimbursement from the operating budget, or personal expenses, or to supplement the clergy person’s compensation.

In every case, the administration and operation of the Discretionary Fund is to be in accord with the current edition of the National Church’s “Manual of Business Methods in Church Affairs.”

### Section E: Supplementary Compensation

The Interim Rector will not charge fees for performing any rites of the Church (for example, baptisms, marriages, funerals) for members in good standing of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Church.

The Interim Rector, may, however, receive income from other sources, such as:

Sacramental services on behalf of persons not in any way related to \_\_\_\_\_\_\_\_\_\_\_ Church.

Fees and Honoria for professional services performed on personal time for groups unrelated to \_\_\_\_\_\_\_\_\_\_\_\_\_ Church, or for sermons, books or articles published outside the parish.Section F: Use of Buildings

### Section F: Use of Building

In addition to use and control of the Church and Parish buildings for the discharge of duties of the Rector’s office, as provided by canon law, the Rector will have the right to grant use of the buildings to individuals or groups from outside the parish, following guidelines in accordance with the parish’s building use policy approved by both Rector and Vestry.

### Section G: Mutual Ministry Review

There will be a quarterly discussion and mutual review of the total ministry of the parish, in order to:

Provide the Interim Rector, Wardens, and Vestry opportunities to assess how well they are fulfilling their responsibilities to each other and to the ministry they share.

Evaluate progress on the developmental tasks, and, as required, establish and adjust goals for the work of the House during the interim.

Plan healthy closure for the interim ministry and prepare for the coming of the next Rector.

Identify areas of conflict or disappointment that may not have received adequate attention and may be adversely affecting mutual ministry.

Clarify expectations of all parties to help keep any future conflicts in manageable form.

### Section H: Annual Evaluation

The Rector, Wardens, and Vestry recognize and affirm the fact that Clergy Evaluation is an entirely separate process from the Mutual Ministry Review, and that the Interim Rector is entitled to an Annual Performance Evaluation. This process is designed to focus on their own personal gifts and skills, their effectiveness in applying those gifts to the stated demands of their particular ministries, and the identification of areas for future professional development.

It is further recognized that meaningful evaluation is extraordinarily difficult without the previous existence of specific, clear, measurable, and achievable, goals. Initially, this will be based on the Position Description as described in the Preamble, and the Responsibilities of the Interim Rector. Future modifications to that description are to be by mutual agreement of the Interim Rector, Wardens, and Vestry.

The Annual Performance Evaluation Process should be conducted or overseen by the Warden(s) or by the appropriate supervisory group, and the findings and recommendations communicated in a meeting between the Rector and Wardens.

### Section I: Other Agreements

1. All moving and travel expenses incurred in making the move from \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_ will be paid by \_\_\_\_\_\_\_\_\_\_\_\_\_ Church.
2. The intended moving date will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Interim Rector will begin duties in the parish not later than \_\_\_\_\_\_\_\_\_\_\_, unless delayed by adverse circumstances.
3. All pay and benefits will become effective on\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date) and the first paycheck will be paid on \_\_\_\_\_\_\_\_\_\_\_\_ (date). Note: NYS Labor Law (Section 191) requires semi-monthly payment basis on the 15th and final day of the month.
4. This Letter of Agreement will be made part of the minutes of the next Vestry meeting following its signing, and copies will be given to each new Vestry member, so long as it remains in effect.
5. Recognizing the unique challenges Interim Rectors face in frequent transition, the Vestry agrees that, in the event the Interim Rector’s pastorate ends prior to the call of the new rector, other than at the request of the Interim Rector, the Interim Rector will continue to receive all compensation and benefits for a period of one month for every six months of service completed.
6. After the call of the new rector, the wardens will negotiate a mutually agreeable end date of the interim rector, allowing for a minimum of a 30 day notice.
7. This letter may be revised only by the mutual agreement of all the parties, at the time of the quarterly mutual ministry review, except that revision of compensation and expenses will be mutually agreed upon in a separate budget process.
8. This agreement is the result of negotiations between the parties. It is the complete Agreement between the parties. Any and all other agreements, oral or written, between the parties that are not incorporated into this document are superseded by this agreement. In addition, should any provision of this Agreement conflict with the Constitution and Canons of the General Convention or with the Constitution and Canons of the Diocese of Central New York, that provision alone will be deemed null and void.
9. If the Interim Rector and Vestry are in disagreement concerning the interpretation of this agreement, either party may appeal for mediation to the Bishop, the bishop remaining the final arbiter.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Interim Rector

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Please print name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Warden

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Please print name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Warden

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Please print name

Reviewed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Transition/Deployment Officer Date

Approved: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bishop Date