

## LETTER OF AGREEMENT

among

the Wardens and Vestry/Bishop's Committee of \_\_\_\_\_, (city),

and

the Ecclesiastical Authority of the Diocese of El Camino Real

and

The Reverend \_\_\_\_\_  
Interim Pastor

Effective the \_\_\_\_\_ day of \_\_\_\_\_

Who, with the concurrence of the Ecclesiastical Authority/Bishop of the Diocese of El Camino Real has been appointed Interim Pastor with the understanding that this tenure shall continue at least *[six/nine]* months and until shortly before the arrival of the new Rector/Vicar, unless earlier dissolved by mutual consent of the Interim, Wardens, Vestry/Bishop's Committee and the Bishop of El Camino Real or upon 30 day's notice of either party.

**Preamble.** The Interim Pastor shall lead \_\_\_\_\_ Church as pastor, priest and teacher, sharing in the councils of this congregation and of the whole Church, in communion with the Bishop and/or ecclesiastical authority. By word and action, informed at all times by the Holy Scriptures, the Book of Common Prayer, and the Constitution and Canons of the General Convention and the Diocese of El Camino Real, the Interim Pastor shall proclaim the Gospel, love and serve Christ's people, nourish them, and strengthen them to glorify God in this life and in the life to come

**1. Developmental Tasks of the Interim Period.** The time of transition between settled pastors is an opportunity for healing, renewal and re-energizing the parish in its life and mission. Beyond maintaining effective ministry during this period, the Vestry/Bishop's Committee and Interim Pastor shall work together with the Search Committee and the Search Consultant, if one is appointed, to prepare for healthy transition to the next settled pastor. Specific tasks to be addressed include:

- 1.1 Coming to terms with the history of this congregation and its relationships with previous clergy and lay leaders.
- 1.2 Discovering the congregation's special identity, what it dreams of being and doing apart from previous clergy and lay leadership.

- 1.3 Dealing with shifts in leadership roles that naturally evolve in times of transition, allowing new leaders to come to the fore constructively, and integrating these potential new leaders of the Church with those who have previously borne this responsibility.
  - 1.4 Renewing and reworking relationships with the Diocese, so that each may be a more effective resource and support to the other.
  - 1.5 Building and developing commitment to the leadership of the new Rector in order to be prepared to move into the future with openness to new possibilities of joint mission and ministry.
  - 1.6 In working to ensure the orderly progression of the interim process, it is understood that the search process for a new settled pastor will begin when the Vestry/Bishop's Committee, the Interim Pastor, the Bishop and the Deployment Officer of the Diocese have together determined that the congregation is ready to enter actively into a search for a new settled pastor.
- 2 **Vestry/Bishop's Committee 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 Pastor. The Vestry/Bishop's Committee shall lead the laity to support and cooperate with the Interim Pastor in pursuit of parish goals and in the performance of the developmental tasks of the interim period. The Vestry/Bishop's Committee is the legal agent for the parish in all matters concerning its corporate property and in its relationship with the Interim Pastor. The Vestry/Bishop's Committee will see that the Interim Pastor is properly supported, personally and organizationally as well as in the Vestry's/Bishop's Committee's financial obligations to the Interim Pastor.
- 3 **Interim Pastor Responsibilities.** The Interim Pastor represents and extends the ministry which is the Bishop's pastoral and canonical responsibility for congregations in leadership transition. The Interim Pastor shall lead the congregation as pastor, priest and teacher, sharing in the councils of this congregation and of the whole church, in communion with our Bishop.
- 3.1 The Interim Pastor shall:
    - 3.1.1 Work with the Vestry/Bishop's Committee and other lay leaders to maintain the 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 ongoing administration of the parish.
    - 3.1.2 Supervise all parish staff in the exercise of their responsibilities and ministries, under the direction and counsel of the Senior Warden.

- 3.1.3 Participate in Vestry/Bishops committee meetings, including planning thereof with Wardens; Vestry meetings are led by the Senior Warden.
  - 3.1.4 Provide the primary leadership of worship in the Parish, insuring that others are scheduled to participate and supervising the activities of others involved in such worship.
  - 3.1.5 Encourage and provide leadership for the training of lay ministers.
  - 3.1.6 Participate in activities for the benefit of the Diocese of El Camino Real and the community.
- 3.2 The major goal of the Interim Pastor's ministry is to prepare the congregation for the coming of the next Rector/Vicar. To this end, the Interim Pastor shall:
- 3.2.1 help the congregation deal with its grief, anger and any other unresolved issues arising from the previous Rector's departure.
  - 3.2.2 deal with internal conflicts and help heal any divisions within the congregation
  - 3.2.3 help the Vestry/Bishop's Committee, lay leaders and staff make such changes as may be needed to align parish life and administration with generally accepted standards in the Diocese.
- 3.3 The Interim Pastor shall communicate regularly with any consultant in the calling process, but shall not work directly with the Profile Committee as they develop the parish profile, or the Search Committee as they solicit and screen candidates
- 3.4 Under no circumstance will the Interim Pastor be eligible to be a candidate for Rector

#### **4 Times of Work and Leave**

- 4.1 The Interim Pastor's scheduled work week is five days, usually measured as ten to twelve units of mornings, afternoons, and evenings in various combinations reflecting the demands of this ministry. In general, no more than three evenings per week are expected. The Interim Pastor is expected to preserve at least one continuous twenty-four hour period each week solely for personal and family use.
- 4.2 The Interim Pastor will have the following periods of leave at full compensation:
  - 4.2.1 *[Eleven or Twelve]* national holidays, to be taken so as not to interfere with worship on major occasions.
  - 4.2.2 Four full weeks of annual vacation, on a pro-rated basis depending on the length of service, which shall include *[four/five – choose]* Sundays. Vacation is not cumulative and

new vacation will not be earned until prior vacation has been taken.

- 4.2.3 At least one week of annual Continuing Education leave, on a pro-rated bases, depending on the length of service.

## 5 Compensation

5.1 Cash Stipend: The Interim Pastor's annual cash stipend will be \$\_\_\_\_\_ per year.

5.2 Housing:

5.2.1 If there is a Rectory.

The Interim Pastor shall have full use of the Rectory and grounds as his/her personal residence. No activities will be planned at the Rectory without the invitation of the Interim Pastor's household. Expenses connected with the Rectory shall be as follows:

- Utilities shall be contracted for and paid directly by the Interim Pastor, including telephone
- Expenses for repair, remodeling and major appliances shall be paid by the parish in accordance with an annual plan and budget mutually agreed upon by the Interim Pastor and Vestry/Bishop's Committee. Within that plan and budget, the Interim Pastor may authorize emergency expenditures, up to \$\_\_\_\_\_ per month, reporting them within ten days to the Vestry/Bishop's Committee.
- Maintenance of Rectory grounds (such as lawn care) are at the expense of the parish. Major alterations to the basic landscaping plan, and any grounds maintenance items shall be cleared through the Vestry/Bishop's Committee.

5.2.2 If there is a Housing Allowance.

If the Interim Pastor does not live in church provided housing, a portion of the Interim Pastor's cash salary shall be designated as a housing allowance and duly noted in Vestry minutes. The allowance is defined under Section 107 of the Federal Internal Revenue code.

## 6. Benefits

The parish shall pay the following benefits:

- Church Pension Fund assessment
- Group life, medical, dental insurance through the group plan provided by the Diocese, unless waived by mutual agreement. If equivalent or better medical and dental insurance is provided independently through the employment of the Interim Pastor's spouse, or otherwise, the Interim Pastor may sign a release to waive coverage under the Diocesan plan. The Vestry will not provide duplicate coverage nor payment in lieu of coverage. If at any time the Interim Pastor revokes the

waiver, the Vestry will provide coverage through the Diocesan group plan, subject to the plan's qualifying process.

- Weekly and long-term disability insurance as provided in the diocesan group plan.

**7. Expenses**

The Vestry/Bishop's Committee shall arrange for payment of the following expenses incurred by the Interim Pastor in fulfilling the duties of the position:

- 7.1 Travel reimbursement involving personal auto use at the rate established annually by the Internal Revenue Service, plus actual costs of parking fees, tolls, and related travel expenses, the maximum of which shall not exceed an amount designated in the annual operating budget of the parish
- 7.2 The normal expenses of the church's office operation, such as telephone, postage, office equipment, supplies, and secretarial services, the maximum of which shall not exceed an amount designated in the annual operating budget of the congregation.
- 7.3 Reasonable cell phone and computer expenses will be negotiated and documented according to the parish's need.
- 7.4 A non-accumulating continuing education allowance of \$\_\_\_\_\_ per year.
- 7.5 Church computer with e-mail/internet service.

**8. Discretionary Fund**

In accordance with the Canons of the General Convention, a parish account, known as the Rector's Discretionary Fund, is to be established under the Interim Pastor's control. The Interim Pastor will manage the Fund in accordance with the guidelines adopted by the Finance Committee of the Diocese. The Vestry shall provide for an annual audit of the fund by a professional auditor.

**9. Use of Buildings**

In addition to the use and control of the church and its buildings for the duties and ministries of the Rector, as provided by canon law, the Interim Pastor shall have the right to grant use of buildings to individuals or groups from outside the parish, following guidelines approved by both the Interim Pastor and the Vestry.

**10. Supplementary Compensation**

The Interim Pastor shall not charge fees for performing any rites of the church (such as baptisms, weddings, and funerals). The Interim Pastor may, however, receive income from other sources, such as:

- Sacramental services on behalf of persons not in any way related to the parish
- Fees and honoraria for professional services performed on personal time for groups unrelated to the parish or for sermons, books, or articles published outside the parish.

The Interim Pastor may engage in income-producing activities up to a total of \_\_\_\_\_ days per month, unless taken as vacation, but not to the extent that such activities interfere with parish duties as outlined in this agreement. The Interim Pastor shall advise the Vestry in advance of such income-producing activities.

#### **11. Mutual Ministry Review**

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

- Provide the Interim Pastor, Wardens and Vestry/Bishop's Committee opportunity to assess how well they are fulfilling their responsibilities to each other and to the ministries they share.
- Evaluate progress on the developmental tasks, and establish and adjust goals for the work of the parish during the interim.
- Plan healthy closure for the interim ministry and prepare for the coming of the next Rector.
- Isolate areas of conflict or disappointment which have not received adequate attention and may be adversely affecting mutual ministry.
- Clarify expectations of all parties to help put any future conflicts in manageable form. A mutually agreed upon third party may be engaged to facilitate the mutual ministry review process.

#### **12 Other Agreements**

- 12.1 All moving expenses and travel expenses incurred in making the move from \_\_\_\_\_ to \_\_\_\_\_ shall be paid by the parish. The maximum amount agreed upon is \$\_\_\_\_\_. Moving expenses shall include family travel, transporting household goods, and reasonable temporary accommodations during the move.
- 12.2 The Interim Pastor shall begin duties in the congregation no later than \_\_\_\_\_ unless delayed by adverse circumstances approved by the Vestry/Bishop's Committee. All pay and benefits shall become effective on this date.
- 12.3 This Letter of Agreement shall be made part of the minutes of the next Vestry/Bishop's Committee meeting following its signing, and copies shall be given to each new member of the Vestry in succeeding years.
- 12.4 [In the event of the Interim Pastor's death, the Vestry agrees to continue payment of premiums for the Interim Pastor's surviving direct dependents (who were previously covered under Diocesan medical/dental policies and otherwise continue to be eligible) for a period permitted by the diocesan group policy.]
- 12.5 The Interim Pastor shall participate, or have participated, in six hours of Safe Church Training (or successor program as adopted by the Episcopal Church). The training must be renewed every three years.
- 12.6 Should the Interim Pastor and Vestry/Bishop's Committee disagree in the interpretation of the provisions delineated in the Letter of Agreement, either party shall appeal to the Bishop for mediation. The decision of the Bishop will be final.

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Interim Pastor

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Date

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Warden

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Date

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Bishop

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Date