**LETTER OF AGREEMENT FOR INTERIM CLERGY**

This Letter of Agreement is between the **Wardens and Vestry of XXXXX Episcopal Church** in the Diocese of the Central Gulf Coast, located in the State of Florida (Alabama) and the **Reverend XXXXXXX** who has been appointed \*Interim Rector. (NOTE: ANY CHANGES,ADDITIONS, OR OTHER MODIFICATIONS OF DIOCESAN POLICIES ADOPTED AFTER THIS DOCUMENT HAS BEEN POSTED SHALL BE CONSIDERED EFFECTIVE AND WILL REPLACE THE RELEVANT PORTIONS HEREIN.)

**PREAMBLE**

**The interim is a** time between clergy leadership, is a prime time for renewal of parish life and mission. During the interim period, there is a need for leadership, maintenance of a healthy congregational life, and the development of short-range goals. In addition, a congregation must take the time to prepare itself for calling and working with a new Rector. To this end, an Interim Rector will help the congregation deal with specific tasks that may need to be addressed in order for the congregation to be in a position to call a new Rector. These tasks include but are not limited to:

* Coming to terms with the congregation's history and its relationship with previous clergy.
* Discovering the congregation's special identity, what it dreams of being and doing apart from the personality and priorities of previous clergy leadership.
* Dealing with shifts in leadership that naturally evolve in times of transition.
* Renewing and reworking relationships with the diocese, so that each may be a more effective resource and support to one another.
* Building a commitment to the future and a relationship with the new Rector that will lead the congregation and the Rector to a genuine sense of call to mission and to cooperative work to fulfill that mission.

**ROLE AND RESPONSIBILITIES OF INTERIM RECTOR**

The Interim Rector shall lead **NAME OF PARISH** as pastor, priest and teacher, sharing in the councils of this congregation and of the whole church, in communion with our Bishop. The Interim Rector represents and extends the ministry which is the Bishop's pastoral and canonical responsibility for congregations in leadership transition. The Interim Rector shall:

* Work with the Vestry and other lay leaders to maintain the regular schedule of worship services and preaching, pastoral calling on the sick and shut-ins, pastoral offices(weddings, funerals, baptisms) and visiting newcomers.
* Assist with the ongoing administration duties, including the supervision of all parish staff.
* Support the Vestry in its role and responsibilities.
* Work not only in this congregation, but also on behalf of the Diocese, the Church at large, and the community.

Working closely with the Wardens, Vestry and other parish leaders, with the Bishop and his staff, the major goal of the Interim Rector's ministry is to prepare the congregation for the coming of the new Rector. To this end, the Interim Rector shall:

* Help the congregation deal with its grief and any other unresolved issues arising from the the vacancy.
* Deal with internal conflicts and help heal any divisions within the congregation, working with a Diocesan consultant as appropriate.
* Help Vestry and lay leaders bring about such change as may be needed to align parish life and administration with generally accepted standards in the diocese.

The Interim Rector shall communicate regularly with the Bishop's designee for Transition Ministry, and may assist the Search Committee as they develop the parish profile and position description. The Interim should not solicit and screen candidates for Rector and is not and will not be a candidate for Rector.

**ROLE AND RESPONSIBILITIES OF VESTRY**

The Vestry has the responsibility for the church in the absence of a Rector during the interim period. Specific responsibilities include the following:

* Encourage the laity to support and cooperate with the Vestry and the Interim Rector in pursuit of the tasks and goals of the interim period.
* Responsible for recommendations regarding hiring and firing of parish staff during the interim period. While the Vestry should be in consultation with the Interim Rector regarding any and all personnel matters, the Vestry is ultimately responsible for all staff decisions.

The Vestry is the legal agent for the congregation in all matters concerning its corporate property and in its relationship with the Interim Rector. The Interim Rector shall have the normal authority over use of parish facilities, worship, and programs bestowed upon a vested Rector unless specifically agreed to otherwise.

**INTERIM RECTOR TERM, TIMES OF WORK AND LEAVE**

This Agreement shall begin XXXXX and continue until such time as the Search Committee recommends to the Vestry a new Rector and that person begins working for NAME OF PARISH unless the Agreement ends earlier by mutual agreement or a unanimous Vestry vote. Under no circumstances should this agreement extend beyond 364 days without the written permission of the Bishop.

The Vestry will keep ( honorific and name of interim) XXXXXXXX apprised of the search process and status and will provide at least thirty (30) days’ notice to same before the end of this Agreement.

The Interim Rector's scheduled workweek is (TO BE DETERMINED).

The Interim Rector will have at least the following periods of leave at full compensation:

a. All days when the church is normally closed, including those holidays, as per current employee policy of the parish.

 b. TO BE DETERMINED (personal time)

 c. Vacation (TBD)

Unless specifically agreed to and attached to this LOA by a separate codicil bearing the requisite signatures as this original, there shall be no provision for compensation in "lieu of" unexpended leave.Neither does this LOA allow leave of any sort to be accumulated beyond the agreed upon annual limits.

 \*\***INTERIM RECTOR COMPENSATION**

For the entire term of this Agreement, the Interim Rector's gross pension base will be $                           , payable in installments consistent with the Church’s payroll cycle (currently, every two weeks).

Upon the Interim Rector's request and with proper documentation, the Vestry will designate a portion of the total pension base as "Housing Allowance" under the Federal Internal Revenue Code.

The Vestry shall also pay the following:

 RETIRED CLERGY ARE NOT SUBJECT TO PENSION ASSESSMENTS

* Church Pension Fund Assessment on the Interim Rector's total annual salary (including the value of the church provided housing). (Note: The Interim Rector must present proof to the vestry that he/she is enrolled in The Church Pension Fund.)
* A minimum of XXX for Continuing Education costs. (optional)
* Such comprehensive health coverage and term life insurance as determined by the Diocese and in accordance with the normal and customary requirements of TEC. Note: If the Interim is "retired" as per the Church Pension Fund" and/or receiving Medicare or similar government insurance, the Interim should take care and personally consult both a personal accountant and a CPF representative to determine requirements and eligibility. Clarity and compliance in this and all such matters remains the ultimate responsibility of the Interim. All parties understand that the final responsibility for accurate compliance with the Church Pension Fund rules rests with the individual priest. Neither the Diocese or the congregation will be liable for the results of the priest's failure to verify and/ or report pensionable service/ compensation.

**INTERIM RECTOR EXPENSES AND DISCRETIONARY FUND**

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

* Travel expenses, at the prevailing IRS rate.
* Expenses incurred in the course of professional activities on behalf of the Church shall be reimbursed upon receipt of a detailed expense report (subject to guidelines set by the vestry). Note: If the Interim Rector is a clergy member of the Diocese of the Central Gulf, such expenses shall include those incurred while representing the parish at Annual Diocesan Convention as noted by canon. If the Interim is not a member of the Diocese, this matter shall be left to the discretion of the Vestry.
* The parish will provide at least $\_\_\_\_\_\_\_\_\_\_\_ from the operating budget for a Discretionary Fund to be dispersed by the Interim Rector. The Discretionary Fund is an account of the parish. It shall be kept in a separate account in the name of the church . To preserve confidentiality, the priest can be the only signer. NOTE: If the parish has an existing Discretionary Fund policy other than the above, that is acceptable AS LONG AS said policy is in accordance with best business practices as stipulated by the Diocese. While other funds other than those provided directly by the parish may be contributed to the Discretionary Fund, it is understood that the Fund belongs to the parish, not the priest (by whatever title or position), that the Fund must be audited, and that all activities of the Fund must conform to IRS requirements.

**SUPPLEMENTARY COMPENSATION**

The Interim Rector shall not charge personal or "stole" fees for performing any rites of the Church (for example, baptisms, marriages, and funerals). Such offerings,if proffered,may be accepted as personal gifts but shall not be represented by the priest as charitable deductions for tax purposes. The Interim Rector may, however, receive income from other sources, such as services performed on personal time for groups unrelated to this parish, or for sermons, books or articles published outside the parish. In all such situations,the norms of professional conduct as stipulated by TEC/CPG guidelines shall be scrupulously followed.

**USE OF BUILDING**

It is understood that the general pattern of building use followed during the last Rectorship shall be maintained, unless there is specific action of the Vestry to the contrary. The Interim Rector shall have the right to grant use of the buildings to individuals or groups from outside the parish, only under guidelines approved by the Vestry.

**MUTUAL STUDY OF MINISTRY**

The Bishop encourages a periodic discussion and mutual study of the total ministry of the parish in order to:

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

The Bishop's designee for Transition Ministry will recommend a consultant to facilitate the Mutual Study of Ministry if requested.

This Letter of Agreement shall be made part of the minutes of the next Vestry meeting following signing by all parties as per below and copies shall be given to each new Vestry member thereafter until a new Rector is called.

If the Interim Rector and Vestry are in disagreement concerning interpretation of this Letter of Agreement, either party may appeal for mediation to a mutually agreed upon third party, the Bishop remaining the final arbiter.

It is finally understood and affirmed by their signatures hereto affixed, that this document is a covenant defining a mutual relationship exclusively within The Episcopal Church. It is not a contract for employment. There is no expectation for legal remedy by any of the signatories, and it is explicitly agreed that this instrument in not enforceable at civil law in the State of Florida, the State of Alabama, or any jurisdiction of the United States of America. If any portion of this Agreement should be found in violation of any law within the above named jurisdictions, said portion shall be considered null and void without mitigating the remainder of the Letter.

Interim Rector Date

Senior Warden Date

Bishop Date

\*The term "Interim Rector" as used in this Letter is understood to be a term of art and in no way represents the canonical status of the specific clergy member as defined by the Constitution and Canons of TEC or the Episcopal Diocese of the Central Gulf Coast. There are no vested privileges attached to this position not otherwise outlined in this Letter.

\*\*All compensatory or other negotiated items specific to this call may be listed in a separate codicil and attached to this Letter. At the discretion of the Wardens and at the request of the Interim, the details of such may be kept confidential as long as the totals are fully known to the Vestry members in accordance with the normal and customary financial reporting practices of the parish.