

Presbytery of New Covenant Contract for Temporary Pastoral Relationship (New or Renewal)

This Contract for Temporary Pastoral Relationship (hereinafter Contract) is entered between
Church, of _____, Texas
Name of Church *City*
(hereinafter Church) and _____ (hereinafter Clergy person).
Name of Clergy person

The parties to this contract are Church, Clergy person and Presbytery through the Committee on Ministry (COM).

At a duly called meeting on _____, 20____, Session on behalf of Church voted to **renew/enter into (circle one)** a Contract with Clergy person as follows and requests approval of the Committee on Ministry (COM).

Term: _____ beginning _____, 20____.
Term of Contract

If less than one year, explain reason for shorter period¹:

Type of Temporary Pastoral Relationship (Check one):

- ☐ Interim/Transitional
- ☐ Stated Supply
- ☐ Parish Associate (with remuneration)
- ☐ Parish Associate (without remuneration)
- ☐ Other

This contract is:

- ☐ Full Time
- ☐ Part time at _____ hours per week

The Candidate meets the following requirements:

1. Is an ordained Teaching Elder/Minister of Word and Sacrament in the P.C.(USA);
Month/Year ordained: _____
2. Is a member in good standing of _____ Presbytery, Synod of _____;

3. If not a member of Presbytery of New Covenant, has been granted permission to labor within the bounds of Presbytery of New Covenant by COM on (date) _____;
4. If not ordained in the P.C.(USA), in what denomination? _____;
5. FOR INTERIM PASTORS ONLY: Has completed Interim Pastor Training (attach verification); or if has not

¹ NOTE: Ordinarily an interim contract is for one year. The exception to this is if a congregation is considering or has approved using the Designated Pastor search process. In this case, a six-month contract may be submitted to COM for approval. A six-month contract may contain a 30-day notice clause for termination, rather than 60 days. (Approved by COM: May 2010)

completed the Interim Pastor Training, the deadline for completion is:

THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING TERMS:

- A. Any party desiring termination of this contract (Church, Clergyperson or COM), shall provide the other parties written notice of such desire no less than 60 days on a 12-month contract or 30 days for a 6-month contract before the date of requested termination.
- B. The vote by the congregation to extend a call to a candidate shall constitute notice of contract termination.
- C. A new contract shall be negotiated by the Session and the Temporary Pastor no less than 60 days prior to the expiration of this contract (30 days for a 6-month contract). The negotiation shall include the type of relationship, the duties of the Temporary Pastor, compensation and length of service of the new contract. The new contract shall be reviewed by the Committee on Ministry and become effective only upon its approval.

In no case shall the parties continue employment under the terms of the old contract past the expiration date. Only in extraordinary cases shall the term of the new contract be less than 6-months.

- D. Should the COM terminate this contract for cause before the end of its term, financial obligations of the Session shall continue for 30 days from the notice of termination by COM.
- E. **FOR INTERIM/TRANSITIONAL PASTORS ONLY:** Should the Session terminate this contract *without cause* before the end of its term, the Session agrees to continue payment of the salary, including all benefits for 90 days, following notice or until the date of the Temporary Pastor's new assignment, whichever comes first. If the contract is a 6-month contract, benefits will continue for 60 days following notice.
- F. **FOR INTERIM/TRANSITIONAL PASTORS ONLY:** Should the Interim Pastor terminate this contract for any reason before its term, the Church shall not be obligated financially beyond the final date of service indicated in the notice (unless stipulated otherwise in the Addendum), except any remaining vacation days (pro-rated for the period actually worked) shall be added to the last day of work for compensation.
- G. **FOR INTERIM/TRANSITIONAL PASTORS ONLY:** Should the Session decide not to offer a new contract at the end of the current agreement, it shall give notice and pay compensation for 60 days from written notification to the pastor, or to the term of the contract, whichever comes later. This does not apply to 6-month contracts.
 - 1. For any termination of the contract for any reason other than the vote of the Presbytery to call an installed pastor, the Session and Interim Pastor shall provide the Committee on Ministry written notice, including any terms of severance, in a mutually signed document no later than 14 days from the notice of termination.
 - 2. Additional payment of Board of Pension benefits (Medical and/or Retirement) for a period of time after termination of compensation, may be specified in the Addendum.
 - 3. Terms of this contract may be amended only by written approval of the Session, the Interim Pastor, and the Committee on Ministry.
- H. **FOR PARISH ASSOCIATES:** The Parish Associate is nominated by the pastor. The relationship is formalized by the Session and reviewed and endorsed by the COM, annually. The Parish Associate relationship is dissolved upon dissolution of the pastor-congregation relationship. Former Parish Associates may remain within the fellowship of the congregations they have served as Parish Associates, but in doing so they will abide by the guidelines for ministerial conduct approved by the COM and the Presbytery of New Covenant. Any proposed Parish Associate covenant with remuneration, or renewal of such a covenant, must be submitted to COM for approval at least 30 days prior to its effective date.

GENERAL CONDITIONS

- A. **ORDINARILY**, the Clergy person shall NOT be eligible for a call to be installed as the Pastor of this church.
- B. At the end of the contract, the Church through its Session shall provide a performance review.
- C. It is understood that should the Clergy person have any serious differences or difficulties with any former Pastor of this congregation, the matter will be referred to the Presbytery's COM.
- D. The Temporary Pastor shall not be involved in the work of the Pastor Nominating Committee beyond providing opportunities for to communicate with the Session and congregation concerning the status of the search process.

RESPONSIBILITIES AND SPECIFICATION OF PASTORAL DUTIES²

- 1. Plan, lead, and preach in Sunday worship and in other services as appropriate. Arrange for pulpit supply and leadership of worship on Sunday's not present.
- 2. Provide pastoral care to the sick and homebound as time permits.
- 3. Officiate at weddings and funerals as requested.
- 4. Plan and moderate Session and congregational meetings.
- 5. Work with Session, committees and church organizations to assist them in carrying out their assigned work.
- 6. Train newly elected officers in conjunction with staff and selected members.
- 7. Perform other administrative duties as requested (i.e. assist in preparing bulletins, newsletters, etc.)
- 8. Supervise the various staff members with the Personnel Committee.
- 9. Exercise general oversight of church facilities through the Session.
- 10. Represent the congregation with Presbytery, church and community organizations.

FOR PARISH ASSOCIATES: Parish Associates offer to congregations their gifts and commitments as a complement to the pastoral services provided by pastors and associate pastors.

² Sessions will vary widely in the duties required of Temporary Pastors, particularly considering full time or part time work, and the needs of the congregation. *This listing provides a sample that may be sufficient in some cases and may be a starting point in others.* Clarity of expectation from the beginning avoids confusion later. The Temporary Pastor may be responsible for providing pastoral duties as indicated in this position description.

COMPENSATION

A. Effective Salary

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|---|----|
| 1. Annual Cash Salary: Include all annual cash salary. Also include employee contributions to 403(b)(9) plans, tax sheltered annuity plans, salary reduction contributions to flexible health spending accounts, and cafeteria plans | \$ |
| 2. Housing Allowance: Include all housing, utility, and furnishing allowances. | \$ |
| 3. Employing Organization Contributions: Include employing organization contributions to 403(b)(9) plans, tax-sheltered annuity plans, and equity allowances. <i>Matching contributions to the Board's optional Retirement Savings Plan are not included in Total Annual Effective Salary.</i> | \$ |
| 4. Bonus: Include bonuses, unvouchered professional expense allowances, gifts from employing organizations, and manse equity allowances (unless contributed to a qualified deferred compensation program). Also include year-end or other bonuses, unvouchered allowances (such as expenses that are not paid through an accountable reimbursement plan), down payment grants for the purchase of a home, savings from interest-free or interest-reduced loans (not loan principal), and gifts paid by the employing organization. <i>(Gifts received directly from private donors or honoraria are NOT included.)</i> | \$ |
| 5. SECA: If the church or employing organization pays for or reimburses the member for more than 50% of their Self-Employment Contribution Act (SECA) tax obligations, then the amount in excess of 50% of the expense must be included in this line. | \$ |
| 6. Other: Include all other forms of compensation not otherwise covered in the fields above, including medical deductible and medical expense reimbursement allowances not paid through a group benefit plan, insurance premiums for additional insurance coverage provided for individual employees (premiums for group plan coverage are not included), and others. This also includes any dental coverage paid for or reimbursed by the Church. | \$ |
| 7. Manse: The Manse amount must be at least 30% of the fields above for members residing in employer-provided housing. | \$ |
| A. TOTAL EFFECTIVE SALARY (Sum of 1-7, above) MUST MEET PRESBYTERY MINIMUM TERMS OF COMPENSATION | \$ |

B. Reimbursements

| | |
|--|----|
| 8. Travel (per IRS rate) | \$ |
| 9. Study leave, continuing education or training: | \$ |
| 10. Telephone: | \$ |

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|--|----|
| 11. Books, professional expenses: | \$ |
| 12. Other: For example Moving Expenses. | \$ |
| B. TOTAL REIMBURSEMENTS: Sum of 8-12, above | \$ |

C. Non-Cash Compensation

| | |
|--|----|
| 13. Board of Pensions Dues: A, above, times current Board of Pensions Rate (2018 – 37%) | \$ |
| Vacation @ 4 weeks (includes Sundays) Study Leave @ 2 weeks (includes Sundays) Clergy Retreat @ 3 days = +\$250 to Study Leave | |

TOTAL FINANCIAL PACKAGE (A + B + 13)

\$ _____

The undersigned agree to the aforementioned conditions of employment:

Temporary Pastor (Clergyperson) Signature Date

Pastor Printed Name Contact Information (phone/email)

Clerk of Session on behalf of Church Signature Date

Clerk of Session Printed Name Contact Information (phone/email)

COM Representative Signature Date

COM Representative Printed Name Contact Information (phone/email)