***(Sample)*  TRANSITIONAL PASTOR CONTRACT AND COVENANT**

**between**

**First Presbyterian Church of Olive Branch, Missouri**

**and**

**Rev. Pat E. Kake**

**and**

**Hope Presbytery**

***(Items in italics are notes or comments related to information or issues in a Transitional contract.***

***Take note of the closing citation on the last page.)***

The following contract between the Session of First Presbyterian Church, Olive Branch, Missouri and the Rev. Pat E. Kake is for the purpose of providing Transitional Pastor services to First Presbyterian Church.

The Session, being satisfied with the Rev. Kake’s qualifications and trusting that their ministry in the Gospel will be to our spiritual benefit, hereby requests Hope Presbytery to approve our agreement, and commits our congregation to the following covenant relationship and contract with this Pastor:

*(This paragraph is there to help establish a theological and spiritual foundation for the relationship, and not simply a contractual and legal one.)*

The Rev. Pat E. Kake is invited to be Transitional Teaching Elder ( Pastor) of First Presbyterian Church, Olive Branch, Missouri; a full-time and temporary position.

Definition: Temporary Pastoral Relationships “*G-2.0504b*

 “Temporary pastoral relationships are approved by the presbytery and do not carry a formal call or installation. When a congregation does not have a pastor, or while the pastor is unable to perform her or his duties, the session, with the approval of presbytery, may obtain the services of a teaching elder, candidate, or ruling elder in a temporary pastoral relationship. No formal call shall be issued and no formal installation shall take place.

Titles and terms of service for temporary relationships shall be determined by the presbytery. A person serving in a temporary pastoral relationship is invited for a specified period not to exceed twelve months in length, which is renewable with the approval of the presbytery. A teaching elder employed in a temporary pastoral relationship is ordinarily not eligible to serve as the next installed pastor, co-pastor, or associate pastor.”

 *(These paragraphs are here to help anchor the relationship in our polity, and may also serve as a starting point in educating individuals and governing bodies as to the polity behind the Transitional relationship. It also begins laying out appropriate boundaries.)*

1. The Contract shall be for a period of twelve months, beginning July 1, 2011, and will end on June 30, 2012, unless otherwise terminated on 30 days written notice from the Transitional Pastor or by 30 days written notice from the Session. At the conclusion of this contract, additional new contracts may be developed, for any period up to twelve additional months upon the concurrence of the Transitional Pastor, the Session, and the Presbytery or its' authorized agent or committee.

*(The Book of Order allows for Transitional contracts to be up to a year in length, and they may be renewed. However, there may be reasons for making it for a shorter period of time. Such reasons include tax and income implications relative to the IRS, Social Security, and the Board of Pensions. It is also advisable that at the point of extending the Transitional relationship, that an entirely new contract be written; this is done so as to reflect all of the changes and transitions that have occurred, or will occur in the relationship and work.)*

C. The Transitional Pastor:

1. Will hold membership in Hope Presbytery.

1. Will be designated by Hope Presbytery as Transitional Pastor and Moderator of the church

Session (non-voting) and congregation (non-voting).

*(Transitional Pastors, in contrast to installed Pastors and associate Transitional Pastors, are not voting members of the Session.)*

1. Shall under no circumstances be considered as a candidate for Pastor for the church being served, and shall assist the Church in interpreting an understanding of this specialized type of ministry to the congregation.
2. Shall serve as Head of Staff of the Church with all the authority implied, including the authority to supervise all members of the staff, in consultation with the Session or its appropriate committee.

5. Shall assist, as needed, in the preparation of any mission study and any other documents needed by the denomination, if and when requested and approved by the governing body(ies) of jurisdiction.

6. Shall not be involved in the work of the Pastor Nominating Committee, except to see that it makes adequate and appropriate reports to the congregation, and to provide general information on the call processes involving Presbyterian churches and Pastors. The Transitional Pastor may serve, on a limited basis and only upon the concurrence of the COM, as a resource for the work of the PNC. The Transitional Pastor may respond to inquiries from prospective Pastors, as long as the initiative for the interaction comes from the perspective Pastor.

1. Will develop, in consultation with the Session, the areas of Transitional Pastor ministry that will be the priorities for the work of the Transitional Pastor.

*(This is a good general list that may require some modification. Early consultation with the Presbytery through staff or COM may help shape the specifics, as well as an initial conversation with an interviewing committee from the Session. It is also often helpful to run the specifics of the entire contract by some Transitional Pastor colleagues that have particular knowledge or experience. The exact language of item #6 will need to be clarified with the COM.)*

D. Recommended Activities of the Transitional Pastor (not in any particular order of priority):

1. Lead worship and preach at services of worship, as well as presiding at the serving of the sacraments.

2. Conduct weddings and funerals, except during vacation, study leave, illness and such other times, as mutually agreed upon by the Transitional Pastor and the Session.

3. Pastor calling of the ill and shut-ins, and general pastoral care of the congregation (in conjunction with the appropriate organization of the congregation).

4. Plan and moderate meetings of the Session and of the congregation.

5 Work with the church officers and the other boards and committees of the congregation, to assist them in carrying out their particular responsibilities. The Transitional Pastor will be an ex-officio member of all boards and committees of the congregation. The Transitional Pastor will have access to all minutes, financial information, and records of all boards, committees, and organizations of the church.

6. Serve as a resource for the educational and youth programs of the church, participating in classes, and teaching when and where it is appropriate.

7. Work with the Session to ensure appropriate training for newly elected officers.

8. Participate in the governing body and serve as any Pastor might, when called upon to do so, in the governing bodies and entities of the denomination.

9. As Head of Staff - direct and supervise the work of the congregation and the entire staff, and have primary responsibility for administration of the Church.

1. Represent the congregation in dealing with organizations outside the congregation.
2. Model appropriate Pastor Leadership and boundaries, including maintaining personal spiritual disciplines (meditation, prayer, study and holding to the regular observance of Sabbath time).

*(This is a good general list that may require modification. Early consultation with Presbytery through staff or COM may help shape the specifics, as well as an initial conversation with an interviewing committee.)*

E. The Goals for this Transitional Ministry:

1. Help the Church with closure regarding the former Pastor(s) and welcomes the new Pastor with hope, grace, and enthusiasm.

1. Help the Church come to terms with its history.

3. Help the Church discover and articulate its current identity, and discern its current and future mission as part of the Body of Christ.

4. Help the Church adjust to any shifts in structure, leadership, and power.

5. Help the Church affirm or renew its ties to the Presbytery and the Presbyterian Church (USA).

6. Help the Church to move forward with confidence toward a "new beginning," and to prepare appropriately for the arrival of the new Pastor.

7. Assist in the development of short-range goals as identified by the Session.

1. Work for a healthy and nurturing congregational environment that promotes personal and congregational growth, a faithful witness to the Gospel of our Lord Jesus Christ, and to give a good demonstration to the community and the world of God's grace, mercy, and peace.

F. The Transitional Pastor will be accountable to the Presbytery through its Committee on Ministry, and will be available to appropriate representatives of that body.

 *(Most presbyteries require periodic written and/or oral reports to the Committee on Ministry.)*

G. It is agreed that if the congregation, the Session, or the Transitional Pastor experiences any suggestions, interference, or other difficulty with any former Pastor (installed or temporary) of the Church, the matter will be dealt with promptly, and will be referred to the Committee on Ministry. The Session asks the Transitional Pastor to deny any requests by, or for, any former Pastor to conduct any services of worship, including baptisms, weddings, and funerals in any of the facilities of the congregation.

 *(The language used here relates to a specific problem found in a number of congregations, but it should be present in some form in any contract. Reference to “Standards of Ethical conduct” PCUSA, may be helpful.)*

H. The Transitional Pastor is called as a temporary employee, to work on a full-time, basis, with an average of at least 40 hours per week.

I. Compensation will be based on the following criteria:

 *(A Transitional Pastor does similar work to that of the former Pastor and has specialized training and experience for this work, and, therefore, should normally have similar compensation to the former Pastor.*

*In structuring compensation in a Transitional contract it is helpful, and usually necessary, to use this time to educate a Session as to the complexities of clergy compensation. Also, remember that there are ways to structure compensation so as to benefit the Transitional Pastor and not hurt the congregation, and there are ways to benefit the church without hurting the Transitional Pastor.*

*There are also different ways to structure compensation relative to whether you service as a “tethered” or a “free-range” Transitional Pastor. Get good help and advice.)*

 1. $49,000 BASE SALARY (per year, paid bi-monthly)

*(A few presbyteries still have outdated rules that allow for interims to be paid at a percentage of the compensation of the departing Pastor, such as 80% or 90%. This is reflective of a poor understanding of the specialized work of Transitional Pastors, but it may not be a battle that you can completely win. It may also be an attempt to have the Transitional be an individual solution to the church’s stewardship and budget needs. One way to deal with this is to make adjustments to other aspects of compensation that may also benefit you, such as – a 403b, specialized continuing education, etc.)*

 2. $20,000 CASH HOUSING ALLOWANCE (per year, paid bi-monthly)

3. The church may/will provide temporary housing arrangements for the Transitional Pastor while he/she is on site. *(This clause is applicable to a church that has a manse, or in a situation where this may be advantageous for the Transitional Pastor and/or the church. If this clause is utilized, then other aspects of the contract may be modified. It is appropriate to seek legal/accounting advice.)*

4. SOCIAL SECURITY OFFSET.

(Pastors are considered self-employed for Social Security purposes and, therefore, pay the entire 15.3% tax on items 1, 2 & 4. However, churches may pay the Pastor 1/2 of the SS amount, and the Pension Board will not count this as part of the Effective Salary.)

*(Other items of compensation may be added to the contract as necessary and appropriate. Be ready to encounter some skepticism about the whole contract or with some of the particulars. This may come from Session members and even from presbytery staff or COM members. It may be an early educational and leadership opportunity.)*

 5. REIMBURSED EXPENSES (paid monthly):

1. automobile and travel $4,000 per year (vouchered)
2. continuing education $1,500 per year (vouchered)
3. professional expenses $1,500 per year (vouchered)

Automobile mileage reimbursement should be based on current IRS criteria.

Study leave time is for a two-week minimum, annually.

Professional expenses should allow for participation in the annual meeting of the Interim Ministry Network / Association of Presbyterian Interim Ministry Specialists.

(*Be ready to consider moving funds between salary, benefits, and reimbursable expenses in ways that can be of mutual advantage to you and the church.)*

6. Full participation in the denominational plan for pension, disability, and medical coverage; plus the possibility of other specialized insurance coverage provided through the denominational program.

1. Paid vacation of one full week per quarter (cumulative), which is to be taken during the period of the

The contract, and may not be taken after the conclusion of the interim.

1. Payment for all reasonable and prudent moving or storage expenses for the Transitional Pastor to begin the Transitional work and at the end of the Transitional relationship. This expense is not to exceed a combined cost of $XX,000.
2. Provide for a cell phone *(and other items to be listed*) that is/are necessary for the work to which he/she is called.
3. Salary continuation contingency:

Salary and allowances (items 1, 2, 4 and 6 only) shall be paid to the Transitional for a period not to exceed three months beyond the end of the Transitional Pastor's service or contract. This contingency will also end at the start of the Transitional Pastor's next full-time service, and be adjusted in case of part-time work. However, if the Transitional Pastor departs at his initiation, salary and related terms of call will discontinue on the last day of service to the church unless negotiated otherwise with the Session.

(A few presbyteries do not allow for such a contingency, in such cases it is advised that you write in some provision for 90 days notice, or a similar clause. Some refer to this as a transitional allowance, emphasizing that it supports a healthy transition for the Transitional Pastor and the church.)

The Session takes official action to enter into this contractual relationship on Wednesday, June 8, 2013.

Transitional Pastor, Pat E. Kake, agreed to this contractual relationship on Wednesday, June 8, 2013.

Signing for the Session: Date:

Signing for the Presbytery: Date:

Signature of the Transitional Pastor: Date:

***ATTENTION:***

***Permission is granted to use this sample contract for Transitional Pastor education, as long as appropriate credit is given. It may be adapted for use by Transitional Pastors, sessions, and presbyteries in developing particular contracts.***

***This sample contract offers no advice on any tax or legal matters – a professional should be consulted.***

***This sample contract includes citations from the Book of Order, 2011-13.***