**Terms of Call to an Interim Pastorate**

BETWEEN (“the Interim Pastor”)

AND (“the Church”)

1. THE CALL

A true call to an Interim Pastorate is a call of the Holy Spirit. It is heard through the fellowship of believers and is ratified by conviction of the Interim Pastor that this call is indeed God’s will. The relationship between an Interim Pastor and a congregation is based on this discerned call of the Holy Spirit (“the Call”).

This Terms of Call to an Interim Pastorate document sets out practical details of the call to an Interim Pastorate between the Interim Pastor and the Church. As this is not an employment relationship, the rights and obligations of an employment relationship do not apply.

2. REPRESENTATION

To ensure the fair and proper management of the Interim Pastor’s Call to the Church, the Church appoints the Elders [or officers] as its representatives in all matters concerning the Interim Pastor’s call, save any final decision to terminate the Call.

3. DETAILS OF THE CALL

3.1 Stipend

A stipend will be paid to the Interim Pastor.

A stipend is distinct from wages or a salary and is a payment to allow the Interim Pastor to carry out God’s work within the Church for the duration of the interim period. The stipend to be paid is set out in the Schedule below.

3.2 Duration

This is floating short term pastorate with the ability to temporarily extend the interim pastorate if required. The initial term of call, and length of any pre-approved extensions is set out in the Schedule below.

Should the duration need extending past the time specified in the Schedule below, and after consultation with the Regional Leader, the Elders will make a recommendation to the Church Members to amend the length of call. Wherever possible, except in circumstances described in 3.21.4, the length of notice to end the pastorate should be at least eight weeks.

3.3 Housing

Option 1 – Manse supplied

A manse may be supplied to the Interim Pastor and their family to live in, subject to the Interim Pastor taking reasonable care of the same. The accommodation will be subject to any tax arrangement as required by the Inland Revenue Department.

The Church will pay general maintenance costs unless otherwise agreed between the Interim Pastor and the Church.

Option 2 – Manse not supplied/housing allowance paid

The Church shall pay a housing allowance (typically the average cost of renting a 3 bedroom house in vicinity of the Church). The specific arrangements in this regard are noted in the Schedule below.

3.4 Hours of Work

The Church anticipates that the Interim Pastor will devote a certain number of hours each week to the Call, although it is acknowledged that this may vary from week to week. Please see the Schedule below for further details.

3.5 Baptist Registration

The Interim Pastor agrees to fulfil all requirements of the annual Baptist Registration. The Church agrees to meet the cost of this registration, including costs associated with attending both Regional and National Hui for the Interim Pastor as per the Schedule below.

3.6 Vehicle and technology costs

3.6a Vehicle Reimbursement

If the Church does not provide the Interim Pastor with a vehicle for their use, a vehicle reimbursement will be payable to the Interim Pastor whenever the Interim Pastor uses their personal vehicle for Church business. The Interim Pastor’s insurer may require them to declare that they are using their vehicle for business purposes.

Option 1 – Standard Mileage Reimbursement

The vehicle reimbursement will be for mileage at a rate set by the NZ Inland Revenue Department.

Option 2 – Combined Vehicle Capital Reimbursement and Fuel Card

A vehicle capital reimbursement payment made fortnightly as per Schedule below and use of Church Fuel card as per the Church Fuel Card policy.

If the Church wishes to vary the agreed upon option or mileage rate, they will give the Interim Pastor at least four (4) weeks’ notice.

3.6 b Technology Reimbursement

If the Church does not provide the Interim Pastor with a computer or mobile phone for their use, capital reimbursement will be made to the Interim Pastor for personal computer and mobile phone use. The Interim Pastor will ensure any information stored on this computer complies with both Church and statutory privacy protection requirements. The reimbursements to be paid in this case is as outlined in the Schedule below.

3.7 Hospitality costs

Option 1 - Reimbursement

The Interim Pastor will be reimbursed for hospitality costs incurred on account of Church, providing such costs are incurred in accordance with the Church Constitution and any relevant policies up to the annual limit specified in the Schedule below. The Interim Pastor will need to provide a receipt for each claim they wish to make.

Option 2 – Church Debit/Credit Card

The Interim Pastor may use the Church’s Debit/Credit Card for any hospitality related costs incurred in accordance with the Church Constitution (and any relevant policies) up to the annual limit specified in the Schedule below. The Interim Pastor will need to provide receipts for hospitality related debit/credit card payments.

3.8 Ministry Enhancement & Wellbeing Allowances

It is acknowledged that the Interim Pastor will from time to time need help in order to keep current in ministry and active nurturing of emotional and spiritual wellbeing is a requirement of Baptist Union of New Zealand (BUNZ) Baptist Registration. Providing receipts are produced, reimbursement will be made for books, magazines, subscriptions, computer software, training courses, supervision, spiritual direction (in fact anything both the Interim Pastor and the Church agree will enhance the ministry and wellbeing of the Interim Pastor), to a maximum in accordance with the guidelines as recommended from time to time by the BUNZ or to a set level as agreed between the Interim Pastor and the Church when this agreement is commenced.

The Interim Pastor should keep receipts and can be reimbursed up to the amount provided for in the Schedule below to this agreement. The allowances to be paid are set out in the Schedule below.

3.9 Medical Insurance

Where the Interim Pastor is already in membership with the Baptist Medical Insurance Scheme continued membership may be negotiated on a case by case basis.

3.10 Superannuation

**Option 1** – Baptist Union Superannuation Scheme

The Church will make contributions on behalf of the Interim Pastor to the BUNZ Superannuation Scheme as prescribed from time to time by the Scheme trustees.

**Option 2** – Kiwisaver

The Church will make contributions on behalf of the Interim Pastor to their nominated Kiwisaver scheme at a rate of not less than three (3)%.

**Option 3** – For Interim Pastors already collecting Superannuation or Kiwisaver payments

The Church will increase the pastoral stipend by three (3)% in lieu of superannuation or Kiwisaver contributions.

3.11 Holidays

Given the temporary and at times challenging nature of interim ministry, and the potential need to extend an interim pastorate if pastoral search processes are progressing slowly, Interim Pastors are encouraged to schedule leave periods regularly throughout the interim period, rather than accumulating holiday entitlements for use after conclusion of the interim pastorate. This may mean some leave is taken before it has been accrued in the normal course of work.

Annual Leave

The Interim Pastor should take four weeks holiday each year. In addition to the four weeks’ holiday, the Interim Pastor is encouraged to take three weekends off each year to attend to family functions or to worship in other churches as the Interim Pastor may elect to do so.

Holidays should be taken at times mutually agreed between the Interim Pastor and the Church leaders. The Interim Pastor is encouraged to take her/his holidays each year to ensure that she/he receives an appropriate break and rest period.

It is expected that the Interim Pastor will use their holiday leave entitlement in full each year, to ensure that they receive an appropriate break and rest period, unless they otherwise agree in advance with the Elders.

The BUNZ strongly recommends that the Church also pay the Interim Pastor for any holidays that the Interim Pastor was owed up to the point they left but had not yet taken.

Public Holidays

The Interim Pastor is entitled to a further 12 days off per year, to be taken at times agreed between the Interim Pastor and Elders. These further 12 days are in recognition of the fact that New Zealand has 12 public holidays. For the avoidance of doubt, as a Interim Pastor is not an employee, the Interim Pastor is not entitled to any other compensation for working on a public holiday.

3.12 Time off in lieu (TOIL) provisions

The Interim Pastor is given the flexibility to arrange their working hours, and will make every reasonable effort to work within the terms of their call (refer clause 3.4). On those rare times when a pressing ministry need requires the Interim Pastor to significantly exceed their regular hours, up to eight (8) TOIL hours may be accrued without prior approval. TOIL accrual greater than eight (8) hours in any given fortnight will require pre-approval from Church leaders. Unless otherwise specified, TOIL hours are to be used within a fortnight of accrual. Accrual of TOIL without prior approval is a breach of the Interim Ministry Code of Ethical Conduct

3.13 Domestic Leave

The Church acknowledges that there may be other occasions because of illness, bereavements or other domestic emergencies (including family violence), that the Interim Pastor will need to take leave. The Interim Pastor will advise the Elders as soon as they are aware that such leave is required, and the Church will endeavour to accommodate 15 days of such leave every year. The Church will consider further requests from the Interim Pastor for Domestic Leave over and above this threshold on a case-by-case basis.

3.14 Parental Leave

The Church and the Interim Pastor acknowledge the statutory provisions set out for employees in relation to parental leave, and should the circumstances arise will seek to reach agreements consistent with the spirit of those provisions. The BUNZ Parental Leave Policy should be referred to if an Interim Pastor is seeking parental leave.

3.15 Jury Service

Where a Interim Pastor is called for jury service and does not object to attending, the Interim Pastor shall continue to receive their stipend, but shall pay to the Church any fees, excluding those payments made for reimbursements for travel, paid by the Court for attendance for jury service.

3.16 Ministry Reviews

All Interim Ministry reviews will be conducted with the Interim Pastor, a representative from Church leadership and the Regional Leader (or nominee). Guidelines for *Interim Ministry Reviews* can be found on the Baptist Leadership Hub website.

3.16.1 Initial Interim Ministry review (for interim pastorates of greater than 6 months duration)

An initial Interim Ministry review shall be conducted three months into the interim time. The purpose of this initial review is to assess the effectiveness of the ‘entry phase’ as the Interim Pastor (and whānau) settles into their role, to determine resourcing and support needs of the Interim Pastor, and to discuss the Interim Ministry Plan for the next six months (or until the end of the interim if less than 6 months).

3.16.2 Interim Ministry progress reviews (for interim pastorates of greater than 12 months duration)

Ongoing Interim Ministry progress reviews will be conducted at six monthly interviews from the initial Interim Ministry Review. The purpose of Interim Ministry progress reviews shall be to determine progress against the expected outcomes of the interim process and the Interim Pastor’s position description. This is expected to be a positive process.

If the review report is unsatisfactory, it may mean that the Interim Pastor’s appointment will conclude according to the termination provisions in this document.

* + 1. End of Interim Reviews

On completion of the interim process, the following reviews will be undertaken:

* Interim Pastorate review – a ministry review questionnaire will completed by the outgoing Interim Pastor and submitted to the incoming pastor (if known) and the Regional Leader (or nominee).
* Interim Pastor debriefing – involving the Interim Pastor, an Elder of the Church, and the Regional Leader (or nominee). The purpose of this debriefing review is assess and celebrate the effectiveness of the completed Interim Pastorate, and to determine any ongoing care or training needs of the Interim Pastor.

 3.17 Values and Beliefs on which the Terms of Call are founded

3.17.1 Christians are called to be followers of Jesus Christ and to live and teach the values as expressed in the Scriptures. The Baptist Church has beliefs which are based on those values and teachings. Any Interim Pastor of a church within the BUNZ is expected to give witness to those values and beliefs.

3.17.2 Interim Pastors serving in New Zealand Baptist congregations are expected to minister in alignment with the commitments expressed in the *BUNZ Memorandum of Understanding with Pastors*.

3.17.3 No person is required to act against their own conscience as that would be inconsistent with the teachings and witness of Jesus Christ. However, in accepting the position of Interim Pastor of the Church in accordance with this Terms of Call, the Interim Pastor accepts the responsibility to seek to live in a manner consistent with the beliefs and values of the Church.

3.17.4 Should the Interim Pastor’s personal beliefs become inconsistent with the stated beliefs of the Church then the Interim Pastor or the Church may consider the termination of the interim/transition pastorate and may implement that termination, in accordance with clauses 3.20-3.21 below

3.18 Ethical Principles and Guidelines for Interim Pastors

3.18.1 The Church and the Interim Pastor recognise the BUNZ Ethical Principles and Guidelines for Leaders *and* Transitional Ministries Code of Ethics (see Appendix 2 below) published by the BUNZ. The Church expects the Interim Pastor to adhere to these.

3.18.2 Further, it is expected that the Interim Pastor will conduct their private, family, and social life, together with every aspect of their ministry in a manner which is consistent with the standing and requirements of the position.

3.18.3 A breach of these Ethical Principles and Guidelines (as amended and updated from time to time), or a failure to conduct their private or ministry life in a manner which is consistent with the role of pastor, may be considered grounds for termination of the Call, in accordance with 3.19-3.20 below.

3.19 Suspension for performance or conduct concerns

In consultation with the Regional Leader and National Support Centre staff, and in accordance with the Church Constitution, the Church can suspend the Interim Pastor on payment or without payment of their stipend at any time during any investigation for as long as is reasonably necessary for any matter concerning them or following any investigation in respect of them. Any suspension will be authorised by the representatives referred to in Clause 2 of this agreement.

3.20 Procedure for Early Termination of the Call

An Interim Pastorate is typically a short term arrangement for the purposes of providing interim care and leadership to a congregation ‘between pastors’, and as such the likelihood of needing ‘Early Termination’ provisions for reasons other than the successful completion of a Pastoral Search Process is very low.

3.20.1 Successful completion of a Pastoral Search Process

Church leadership will regularly update the Interim Pastor of Pastoral Search Process progress and will endeavour to give the Interim Pastor at least eight weeks’ notice of the termination of the Interim Pastorate once a new pastor has been selected.

3.20.2 Early termination by the Interim Pastor

In the instance of an Interim Pastor needing to surrender their call, they are expected to give eight weeks written notification to the Church to allow the Church suitable time to make other arrangements to find a new pastor. The Church accepts this may not always be possible, but the Interim Pastor will give as much notice as possible if eight weeks is not practicable.

3.20.3 Early termination for financial reasons

Should the Church be financially unable to meet the ongoing costs associated with having an Interim Pastor, the Church is expected to give eight weeks written notification to the Interim Pastor. The Interim Pastor accepts this may not always be possible, but the Church leadership will give as much notice as possible if eight weeks is not practicable.

3.20.4 Early termination for performance or conduct concerns

Except in cases of egregious misconduct, and in consultation with their Regional Leader, the Church shall give the Interim Pastor a minimum of eight (8) weeks written notice of early termination of the call because of performance or conduct concerns. The Church shall terminate the call in accordance with its Constitution and in accordance with the misconduct protocol set out below. The eight (8) week written notice of early termination may be waived in cases of egregious misconduct on the advie of the Regional Leader and BUNZ National Leader.

It is expected that the Interim Pastor will conduct their private, family and social life, together with every aspect of their ministry in a manner which is consistent with the standing and requirements of the position. Likewise, it is also expected that the Church will act in a manner consistent with the terms of the call. Where these expectations are not met, to ensure all fairness and honesty to the Interim Pastor and to the members of the Church, the process set out in the Constitution should be followed. The Interim Pastor is reminded that this is not an employment relationship and that the ongoing call to the Church depends on a good relationship being maintained between the Interim Pastor and the Church congregation.

The call may be ended without notice by either party in the case of an egregious breach of its terms or spirit.

In consultation with their Regional Leader, the representatives of the Church (as referred to in Clause 2 of this agreement) shall carry out any enquiry or investigation required of the Interim Pastor’s performance or conduct, or of the continuation of this call. Following any enquiry or investigation, the representatives of the Church shall report to the Church only such information as they consider necessary in order to properly enable the Church to make decisions regarding the termination or continuation of the Interim Pastor’s call.

The Interim Pastor and the Church representatives shall always be entitled to an explanation of the other’s concerns, including the specific details of any allegations made against them or the Church unless other provisions are made in the Church’s Constitution which preclude this.

The Interim Pastor will be allowed to explain their behaviour and/or actions, and this explanation shall be considered by the representatives of the Church prior to any report or recommendation being put to the Church, which requires the Church to consider the termination of the Call. The representatives of the Church shall include in the report only such information as they consider to be necessary to properly enable the Church to make a decision.

Written advice of termination of the call by the Church shall be given to the Interim Pastor in the presence of two Church representatives. Unless otherwise agreed, the address for providing any notice of termination to the Interim Pastor will be at the Interim Pastor’s residence, and the address for notice to the Church will be at the Church office to its representatives.

3.21 Disputes

If the Interim Pastor, after consultation with their Regional Leader or the BUNZ Leadership Coordination Director, considers they have been dealt with unfairly or inappropriately on any matters covered by the Interim Pastorate Terms of Call (including termination), or the Church considers the relationship between it and the Interim Pastor needs external intervention, they may refer the matter for mediation and, if necessary, for arbitration. The Assembly Council of the BUNZ shall appoint a mediator/arbitrator. The existence of a dispute or a referral to a mediator/arbitrator shall not prevent the Church from suspending the Interim Pastor.

If the matter needs to proceed to a conciliation or arbitration, both parties agree that the decision of the arbitrator shall be binding on both parties and shall not be the subject to appeal to the High Court. Both parties should note that unless agreed otherwise with the mediator, conciliator or arbitrator acting at the time of the dispute for a determination as to costs to be part of the award, each party will equally share the costs of that process.

3.22 Confidentiality

The Interim Pastor acknowledges that, depending on the Church Constitution, the entire Church may be the body with whom the Interim Pastor has entered into this Call with. Accordingly, the Church cannot promise any issues regarding termination of the Interim Pastor’s Terms of Call can be kept confidential from any Church members especially if the Constitution provides for termination of the Interim Pastor by a Church vote. The Elders, as the Church’s representative in relation to this Terms of Call, will hear any complaints or issues with respect to the Interim Pastor, or nominate a representative(s) to do this on their behalf.

Schedule

1. DURATION OF CALL.
* This Call commences on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 202x and shall normally terminate on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 202x.
* On mutual agreement, this Call may be extended for a term of no more than \_\_\_\_\_\_\_\_ (\_) additional months without requiring pre-approval of the Church Membership if the Pastoral Search Process has stalled or been delayed.
1. PROPOSED REVIEW DATES [Complete as able)
* Initial Interim Ministry Review: No later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Interim Ministry Progress Review: No later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
1. STIPEND
* Sum of Annual stipend $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_FTE position)
1. HOUSING [Delete one]
* The Interim Pastor will occupy a rented & partially furnished dwelling provided by the Church.
* A housing allowance of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_
1. VEHICLE REIMBURSEMENT [Delete as required]
* Either the Interim Pastor will be loaned a vehicle for the term of this Agreement being \_\_\_\_\_\_\_\_\_\_\_\_\_\_[describe vehicle]
* The Interim Pastor shall supply their own well maintained and fully insured vehicle.

Mileage will be reimbursed at the following rates:

[insert current NZ Inland Revenue Department recommended milage reimbursement rates]

* The Interim Pastor shall supply their own well maintained and fully insured vehicle.
* The Church will contribute $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per week for vehicle capital reimbursement and supply a Church Fuel Card
* To be reviewed at 3 months
1. TECHNOLOGY [Delete as required]
* The Church will supply a computer.
* The Church will supply a mobile phone.
* The Interim Pastor will supply their own mobile phone and computer.
* The Church will contribute $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per week for computer and mobile phone capital reimbursement.
* The Church will reimburse their mobile and data plan at a rate of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month + GST.
* To be reviewed annually
1. HOSPITALITY REIMBURSEMENT [Choose one]
* Maximum sum per annum $\_\_\_\_\_\_\_\_\_\_\_\_\_ (This can be broken down into sums for specific types
 of hospitality as agreed)
* The Church will supply a debit card for hospitality related costs to a maximum annual limit of $\_\_\_\_\_\_\_\_\_\_\_\_\_
1. MINISTRY ENHANCEMENT & WELLBEING ALLOWANCES
* WELLBEING ALLOWANCE Maximum sum $\_\_\_\_\_\_\_\_\_\_\_\_\_ per annum
Specific areas of expenses: Ministry supervision, spiritual direction, counselling, marriage counselling
* MINISTRY RELATED EXPENSES Maximum sum $\_\_\_\_\_\_\_\_\_\_\_\_\_ per annum
Specific areas of expenses: Reimbursement may be made for expenses in respect of the purchase of books, magazines, subscriptions, software, training courses, and other ministry related resources
1. RETIREMENT CONTRIBUTION [Choose one}
* Contribution to the Baptist Union Superannuation Scheme
* KiwiSaver Employer Contribution will be a minimum of 3% of gross stipend.
* A Retirement Contribution of 3% of gross stipend paid fortnightly
1. BAPTIST REGISTRATION [Delete as required]
* The Church will pay 100% of the annual Baptist Registration fee, and the cost of attending Regional and National Hui for the Interim Pastor
1. REMOVAL COSTS BOTH WAYS
* The Church will cover the relocation costs of up to $\_\_\_\_\_\_\_\_ to assist with relocation costs (from \_\_\_\_\_\_\_to \_\_\_\_\_\_\_\_) at the beginning and the end of the interim pastorate.

DECLARATION

* The Interim Pastor confirms they have sighted the Church’s Constitution before signing this agreement and is aware of all terms in the Constitution relating to dismissal of an Interim Pastor.
* The Interim Pastor confirms they have sighted the BUNZ Ethical Principles and Guidelines document and Interim Ministry Code of Ethical Conduct document.
* The Interim Pastor confirms they have sighted the BUNZ Memorandum of Understanding for Pastors
* The Church, the Interim Pastor and BUNZ agree that this call is for the purpose of leadership during an interim time in the life of the Church. Responsibilities and authority for the Interim Pastor, set up for the duration of this call, shall be as set out in the attached *Interim Pastor Position Description.*
* The Interim Pastor confirms they have sighted the Interim Pastor Position Description.

SIGNED BY:

Name: Date:

Interim Pastor:

SIGNED BY:

Nominated Church Representative: Date:

On behalf of:

SIGNED BY:

BUNZ Representative: Date:

Full Name & position:

**Attachments:**

1. Interim Pastor Position Description
2. Interim Ministry Code of Ethical Conduct
3. BUNZ Ethical Principles and Guidelines
4. BUNZ Memorandum of Understanding with Pastors