**Terms of Call to a Transition Pastorate**

BETWEEN (“the Transition pastor”)

AND (“the Church”)

1. THE CALL

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

This *Terms of Call to a Transition Pastorate* document sets out practical details of the call to a Transition Pastorate between the Transition 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 Transition Pastor’s Call to the Church, the Church appoints the Elders [or officers] as its representatives in all matters concerning the Transition 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 Transition Pastor.

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

3.2 Duration

This is a fixed term call. The duration of the call is set out in the attached schedule. Should the duration of the Call need revising (to shorten or lengthen the duration), after consulting 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 3.20.3, the length of notice to end the pastorate should be at least 3 months.

3.3 Housing

Option 1 – Manse supplied

A manse may be supplied to the Transition Pastor and their family to live in, subject to the Transition 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 Transition 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 Transition 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 Transition 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 Transition Pastor. Please see the Schedule below for further details.

3.6 Vehicle and technology costs

3.6a Vehicle Reimbursement

If the Church does not provide the Transition Pastor with a vehicle for their use, a vehicle reimbursement will be payable to the Transition Pastor whenever the Transition Pastor uses their personal vehicle for Church business. The Transition 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 weeks’ notice.

3.6b Technology Reimbursement

If the Church does not provide the Transition Pastor with a computer or mobile phone for their use, capital reimbursement will be made to the Transition Pastor for personal computer and mobile phone use. The Transition 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 Transition 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 Transition Pastor will need to provide a receipt for each claim they wish to make.

Option 2 – Church Debit/Credit Card

The Transition 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 Transition Pastor will need to provide receipts for hospitality related debit/credit card payments.

3.8 Ministry Enhancement & Wellbeing Allowance

It is acknowledged that the Transition 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 The 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 Transition Pastor and the Church agree will enhance the ministry and wellbeing of the Transition 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 Transition Pastor and the Church when this agreement is commenced.

The Transition Pastor should keep receipts and can be reimbursed up to the amount provided for in the Schedule below to this agreement.

3.9 Medical Insurance

Where the Transition 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 Transition Pastor to the Baptist Union Superannuation Scheme as prescribed from time to time by the Scheme trustees.

Option 2 – Kiwisaver

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

Option 3 – For Transition Pastors already collecting Superannuation or Kiwisaver payments

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

3.11 Holidays

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

Annual Leave

The Transition Pastor should take four weeks holiday each year. In addition to the four weeks’ holiday, the Transition Pastor is encouraged to take three (3) weekends off each year to attend to family functions or to worship in other churches as the Transition Pastor may elect to do so.

Holidays should be taken at times mutually agreed between the Transition Pastor and the Church leaders. The Transition 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 Transition 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 Transition Pastor for any holidays that the Transition Pastor was owed up to the point they left but had not yet taken.

Public Holidays

The Transition Pastor is entitled to a further 12 days off per year, to be taken at times agreed between the Transition 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 Transition Pastor is not an employee, the Transition Pastor is not entitled to any other compensation for working on a public holiday.

3.12 Time off in lieu (TOIL) provisions

The Transition 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 Transition Pastor to significantly exceed their regular hours, up to eight TOIL hours may be accrued without prior approval. TOIL accrual greater than eight 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 Transitional 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 Transition Pastor will need to take leave. The Transition 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 Transition Pastor for Domestic Leave over and above this threshold on a case-by-case basis.

3.14 Parental Leave

The Church and the Transition 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 Baptist Union Parental Leave Policy should be referred to if a Transition Pastor is seeking parental leave.

3.15 Jury Service

Where a Transition Pastor is called for jury service and does not object to attending, the Transition 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 Transition Ministry reviews will be conducted with the Transition Pastor, a representative from Church leadership and the Regional Leader (or nominee). Guidelines for *Transition Ministry Reviews* can be found on the Baptist Leadership Hub website. See the attached schedule for proposed review dates.

3.16.1 Initial Transition Ministry Review

An initial Transition ministry review shall be conducted three months into the transition time. The purpose of this initial review is to assess the effectiveness of the ‘entry phase’ as the Transition Pastor (and whānau) settles into their role, to determine resourcing and support needs of the Transition Pastor, assess the appropriateness of the Transition Process for this church, and to discuss the Transition Ministry plan for the next six months.

3.16.2 Transition Ministry Progress Reviews

Ongoing Transition Ministry Progress Reviews shall be conducted at six monthly interviews from the Initial Transition Ministry Review. The purpose of Transition Ministry Progress Reviews shall be to determine progress against the expected outcomes of the transition process. This is expected to be a positive process.

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

3.16.3 End of Transition Pastorate reviews

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

* Transition Pastorate review – a ministry review questionnaire will completed by the outgoing Transition Pastor and submitted to the incoming pastor (if known), the Regional Leader, and BUNZ Leadership Coordination Director.
* Combined Transition Pastorate and Transition Pastor review – a review of the effectiveness of the transition process and the performance of the outgoing Transition Pastor will be completed by the Elders and submitted to the Regional Leader and BUNZ Leadership Coordination Director.
* Transition Pastor Debriefing review - The two questionnaires will form the basis of a debriefing review meeting involving the outgoing Transition Pastor, Regional Leader and Leadership Coordination Director. The purpose of this debriefing review is assess and celebrate the effectiveness of the completed transition pastorate, and to determine any ongoing care or training needs of the Transition 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 Transition Pastor of a church within the BUNZ is expected to give witness to those values and beliefs.

3.17.2 Transition 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 Transition Pastor of the Church in accordance with this Terms of Call, the Transition 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 Transition Pastor’s personal beliefs become inconsistent with the stated beliefs of the Church then the Transition Pastor or the Church may consider the termination of the transition pastorate and may implement that termination, in accordance with clauses 3.20-3.21 below

3.18 Ethical Principles and Guidelines for Transition Pastors

3.18.1 The Church and the Transition 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 Transition Pastor to adhere to these.

3.18.2 Further, it is expected that the Transition 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 3.20-3.21 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 Transition 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

A Transition Pastorate is typically a fixed term arrangement for the purposes of completing agreed transition tasks, and as such the likelihood of needing ‘Early Termination’ provisions is very low.

3.21.1 Early termination by the Transition Pastor

In the instance of a Transition Pastor needing to surrender their call, they are expected to give three months 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 Transition Pastor will give as much notice as possible if three months is not practicable.

3.20.2 Early termination for financial reasons

Should the Church be financially unable to meet the ongoing costs associated with calling a Transition Pastor, the Church is expected to give three months written notification to the Transition Pastor. The Transition Pastor accepts this may not always be possible, but the Church leadership will give as much notice as possible if three months is not practicable.

3.20.3 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 Transition Pastor a minimum of three months 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 three month written notice of early termination may be waived in cases of egregious misconduct on the advice of the Regional Leader and BUNZ National Leader.

It is expected that the Transition 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 Transition Pastor and to the members of the Church, the process set out in the Constitution should be followed. The Transition 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 Transition 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 Transition 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 Transition Pastor’s call.

The Transition 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 Transition 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 Transition Pastor in the presence of two Church representatives. Unless otherwise agreed, the address for providing any notice of termination to the Transition Pastor will be at the Transition 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 Transition 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 Transition Pastorate Terms of Call (including termination), or the Church considers the relationship between it and the Transition Pastor needs external intervention, they may refer the matter for mediation and, if necessary, for arbitration. The Assembly Council of the Baptist Union of New Zealand 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 Transition 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 Transition Pastor acknowledges that, depending on the Church Constitution, the entire Church may be the body with whom the Transition Pastor has entered into this Call with. Accordingly, the Church cannot promise any issues regarding termination of the Transition Pastor’s Terms of Call can be kept confidential from any Church members especially if the Constitution provides for termination of the Transition 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 Transition 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 if extraordinary circumstances have delayed the progression of transition ministry tasks.
1. PROPOSED REVIEW DATES [Complete as able)
* 3 month Initial Transition Ministry Review: No later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* 9 month Transition Ministry Progress Review: No later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* 15 month Transition Ministry Progress Review: No later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
1. STIPEND
* Sum of Annual stipend $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_FTE position)
1. HOUSING [Delete one]
* The Transition Pastor will occupy a rented & partially furnished dwelling provided by the Church.
* A housing allowance of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_
1. VEHICLE REIMBURSEMENT [Delete as required]
* Either the Transition Pastor will be loaned a vehicle for the term of this Agreement being \_\_\_\_\_\_\_\_\_\_\_\_\_\_[describe vehicle]
* The Transition 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 Transition 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 Transition 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 Transition 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 transition pastorate.

DECLARATION

* The Transition 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 a Transition Pastor.
* The Transition Pastor confirms they have sighted the BUNZ Ethical Principles and Guidelines document and Transition Ministry Code of Ethical Conduct document.
* The Transition Pastor confirms they have sighted the BUNZ Memorandum of Understanding for Pastors
* The Church, the Transition Pastor and BUNZ agree that this call is for the purpose of leadership during an intentional, transitional time in the life of the church. Responsibilities and authority for the Transition Pastor and any Transition Team, set up for the duration of this call, shall be as set out in the attached *Transition Pastor Position Description*.
* The Transition Pastor confirms they have sighted the Transition Pastor Position Description.

Concerning the appointment and makeup of the \_\_\_\_\_\_\_\_\_\_\_\_Church Transition Team, the Transition Pastor will oversee the selection of Transition Team members in consultation with Church leadership.

Expenses related to the training and work of the Transition Team will be covered by the church.

SIGNED BY:

Transition Pastor: Date:

Transition Pastor:

SIGNED BY:

Nominated Church Representative: Date:

On behalf of:

SIGNED BY:

Baptist Union Representative: Date:

Full Name & position:

**Attachments:**

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