

## **MEMORANDUM OF AGREEMENT**

### **outlining the terms of co-operation between the Incumbencies of ? and ? during the tenure of the Reverend ? as Rector**

1) There will be a Partnership Group (the "Group") comprising of the Rector, the Treasurer of each Incumbency, and two members from the Vestry of each Incumbency, four being a quorum with each Incumbency having two representatives. The Group shall appoint a Secretary who need not be a member of the Group. The Group shall meet at least twice a year and the Chair shall be the Rector or in the case of his or her absence a member elected by the Group. Special meetings of the Group may be called at the request of the Rector or either Vestry. The Vestry members on the Group shall be appointed by each respective Vestry. The members appointed to the Group by the Vestries may serve for a period of not more than four years, as determined by the appointing Vestry.

2) The Group will have a role limited to liaison between each Vestry and shall have no authority or decision making power in relation to the general management and control of each Vestry or Incumbency. The Group will oversee matters covered by this Memorandum of Agreement. Specifically the Group will appoint a person to be responsible for the payment of the Rector in the manner set out in Resolution 6.2 of the Digest of Resolutions of the General Synod of the Scottish Episcopal Church. The Group may also discuss matters pertaining to the Linked Charge though any proposals not covered by this Memorandum must be ratified by each Vestry. The Group shall present a written report to the Annual General Meeting of each Incumbency.

3) The ? Rectory, will be provided for the use of the Rector. The Vestries of the Linked Charge will contribute to the routine maintenance, furnishings, health and safety costs of the Rectory in the following proportions:.... The apportionment of the costs of major works to the Rectory shall be agreed by the Vestries on a case by case basis.

4) The Vestries of the Linked Charge will contribute to the Rector's Standard Stipend, any pay contributions to the Scottish Episcopal Church Pension Fund and Employer's National Insurance Contributions in the following proportions:.... In addition the Vestries of the Linked Charge will contribute to the Rector's Allowances as set out in Resolution 6.5 of the Digest of Resolutions of the General Synod of the Scottish Episcopal Church namely: Council Tax; expenses of a *locum tenens* during illness and holidays; telephone rental and calls incurred in performance of clerical duties; the cost of postage and stationary plus such other administrative expenses as may be approved by the Vestries; reimbursement of travel expenses in performance of clerical duties, in the following proportions:....

5) The Vestries of the Linked Charge will contribute to the expenses of each Non-Stipendiary Cleric within the Linked Charge of the kind set in Resolutions 6.5.3 and 6.5.4 of the Digest of Resolutions of the General Synod of the Scottish Episcopal Church namely: telephone calls incurred in performance of clerical duties; the cost of postage and stationary plus such other administrative expenses as may be approved by the Vestries; and reimbursement of travel expenses in performance of clerical duties, in the following proportions:....

6) Each Vestry shall remain responsible for such costs and management of each Incumbency as are not included in this Memorandum.

7) This Memorandum of Agreement and the Linked Charge shall lapse upon the resignation or death of the Rector. It shall be reviewed every five years in terms of Canon 13, Section 1; and may be reviewed more frequently, at the request of either Vestry. Any alteration in this Memorandum shall require the approval of the Bishop before it is implemented.

8) In the event of disagreement occurring between the Vestries about the meaning or implementation of this Memorandum, appeal may be made to the Bishop, whose decision is final.

October 2010