

BASES OF READJUSTMENT

Cleish, Fossoway, Kinross, Orwell & Portmoak
to form Kinross-shire Parish Church

1. BASIS OF UNION

The congregations of **Cleish (SC003168)**, **Fossoway (SC013157)**, **Kinross (SC012555)**, and **Orwell and Portmoak (SC015523)** shall be united on **1 January 2025**, and that on the following terms and conditions:

1. Name: The name of the united charge shall be **Kinross-shire Parish Church** and **SC015523** will be retained.

2. Transference of Property and Funds: The property and funds belonging to or held on behalf of each congregation shall belong to or be held on behalf of the united charge and any transference necessary shall be duly effected.

3. Places of Worship:

- The churches at present used and occupied by the congregations at Fossoway, Kinross and Orwell shall be the places of worship of the united charge.
- The church at present used and occupied by the congregation at Cleish shall be sold, let or otherwise disposed of, subject to the titles on which it is held, subject to the approval of Presbytery and the General Trustees or the General Assembly. The free proceeds of any such sale or let shall be credited to the benefit of the united congregation in the Consolidated Fabric Fund.
- The church at present used and occupied by the congregation at Portmoak shall be sold, let or otherwise disposed of, subject to the titles on which it is held, subject to the approval of Presbytery and the General Trustees or the General Assembly. The free proceeds of any such sale or let shall be credited to the benefit of the united congregation in the Consolidated Fabric Fund.
- Services shall be conducted in Fossoway Church, Orwell Church and Kinross Parish Church each Sunday at times to be decided by the Ministers and Kirk Session. Until the sale, let or disposal of Portmoak Church and Cleish Church is complete, which shall be as soon as practicable and by 31 December 2027 at the latest, they shall be used as additional places of worship of the united congregation on dates and at times to be decided by the Ministers and Kirk Session subject to the approval of Presbytery.

4. Territorial Responsibility: The bounds to be served by the united charge shall be designated as the bounds of the parishes of **Arngask, Cleish, Fossoway, Kinross, Orwell and Portmoak**, or as the Presbytery shall determine.

5. Kirk Session: The elders of all four Kirk Sessions shall form with the Ministers in the Team Ministry the Kirk Session of the united charge. One minister shall be deemed to be the Moderator of the Kirk Session. At its first meeting, the Kirk Session shall consider the numerical size and composition of the united Kirk Session and also whether use might be made of fixed term appointments.

6. Congregational Management: The temporal affairs of the united congregation shall be administered by the Kirk Session in terms of the Unitary Constitution, the Delegation of Assembly being authorised to issue the appropriate Deed of Constitution to the said congregation.

7. Ministers: The ministry in Kinross-shire Parish Church shall be supplied by a Team Ministry with the roles, responsibilities and other relevant provisions applying to the Team Ministry being as set out in the accompanying Basis of Team Ministry.

The Rev Alan Reid, currently minister of Kinross Parish Church (subject to his agreement and subject to votes of the congregations of Cleish, Fossoway and Orwell & Portmoak), together with a minister to be called (subject to the terms of the Vacancy Procedure Act 8 2003*) under a Basis of Reviewable Charge, shall be the team ministers of the united charge in terms of section 8.2 of the Presbytery Mission Plan Act 8, 2021.* All subsequent vacancies within the Team Ministry will also be under a basis of Reviewable Charge.

The united congregation shall commit to the funding of ongoing ministerial assistance.

8. Manse: The manses of the congregations of **Kinross** and **Cleish** shall be the manses of the united charge.

9. Ministerial Support: The stipend of the charge shall be paid in accordance with the terms of the National Stipend Scheme.

10. Power to Readjust: While the articles and terms shall form the Basis of Union for the four

congregations now uniting, the united charge shall be free, like other congregations, to adjust arrangements under the authority of Presbytery as need may arise.

2. BASIS OF TEAM MINISTRY

As agreed in the Basis of Union for Kinross-shire Parish Church within the Presbytery of Perth, a Team Ministry shall operate there as follows:

1. TEAM MEMBERSHIP

The Kinross-shire Team Ministry shall be comprised of the following members:

Two full-time ministers of Word and Sacrament as agreed in the Presbytery Mission Plan.

A locally-funded part-time associate minister.

A full-time youth minister working in conjunction with KYTHE (Kinross-shire Youth Enterprise).

The Ordained Local Minister attached to the current Parish Grouping.

2. TEAM ROLES

Charge A shall be served by a full-time team minister of Word and Sacrament, with the Rev Alan Reid, currently minister of Kinross, introduced to this office subject to the agreement of the present congregations of Cleish, Fossoway and Orwell & Portmoak.

This ministry shall be based at Kinross Manse and shall have its main focus on the town of Kinross, beginning in the church, prioritising governance, oversight and the sustaining of existing expressions of church across the united parish, and working to encourage the churches to reach out into the community. The Minister of Charge A shall be appointed Moderator of the Kirk Session but may ask another minister in the Team to take the chair for a particular meeting or item of business. A change of Moderator may be negotiated on the occurrence of any vacancy, subject to the agreement of the Presbytery.

Charge B, currently vacant, shall be served by a full-time team minister of Word and Sacrament to be called and inducted to this office subject to the terms of the Vacancy Procedure Act VIII 2003. This ministry shall be based at Cleish Manse, Crook of Devon, and shall have its main focus on the rural community of Kinross-shire, beginning in the community, prioritising a pioneering role including the development of new expressions of worship where church buildings are closing in Arngask, Cleish and Portmoak, engaging with the farming community and other identifiable communities across the county, getting involved personally and with others in aspects of agriculture and perhaps the use of glebeland, and exercising a ministry of presence in community groups and events such as Farmers' Markets, Kinross Show, Cleish Fete and Car Show, Portmoak Festival, Milnathort Summer Fair, Fossoway Gathering, Kinross Winter Festival etc, working to encourage members of the community to find a place in the life of the churches.

KYTHE Connects, a fresh expression of church, shall be served by a full-time youth minister funded through the Seeds for Growth Fund. [A job description for the post of Youth Minister is currently being drawn up]. The youth minister shall have particular responsibility for the discipleship of young people and for developing networks for ministry and mission amongst the under 40s.

The united parish shall be served by a part-time associate minister funded and appointed by the Kirk Session subject to the approval of Presbytery in ways appropriate to the gifts of any individual appointed to this post.

The united parish shall continue to be served by the Rev Margaret Michie as Ordained Local Minister until her retirement.

The Ministers of Word and Sacrament will fulfil the range of duties outlined in the Parish Ministry Act (Act II 2018 as amended by Acts VI and XII 2022.) Thereafter, according to gifting and experience, each minister will lead in appropriate areas, complementing and supporting one another throughout.

The Ministers of Word and Sacrament shall be responsible to the Presbytery of Perth and subject to its discipline; the Youth Minister will be line-managed by KYTHE and subject to the discipline of whichever denomination they may be answerable to.

All of the roles together constitute the team and each person is a team member. It shall be the duty of all team members to work collaboratively to further the mission of the Church, sharing or covering for each other's duties where necessary and permissible in terms of Church law but not so as to make any material alteration to the terms of service of any team member working under a contract of employment without the agreement of that person.

All roles within the team which are for Full-time Ministers of Word and Sacrament shall, if vacant, be subject to the Vacancy Procedure Act (Act VIII 2003).

3. TEAM MEETINGS AND CO-ORDINATION

The members of the team shall meet regularly and at least monthly in order to co-ordinate and carry out the work of the team as effectively as possible and discuss matters of common interest. The team shall appoint one of its members to co-ordinate the work of the team to ensure that any gaps in the work of the team are covered, and a secretary shall be appointed from the team membership to be responsible for taking minutes, circulating them amongst the members and retaining copies. The team shall be able to co-opt other members to sit with them, offering (for example) administrative support or expert advice. Meetings may take place in person or via video-conference or a hybrid of the two and shall be chaired by an agreed team member. The Chair will be responsible for circulating an agenda, where possible, at least three days prior to each meeting. Any team member may request that an item is added to the agenda. Matters requiring a decision by the team shall be decided by a simple majority. The Chair will not have a deliberative vote but will have a casting vote. If a member is unhappy with a decision, they may invoke the dispute resolution procedure set out below.

4. DISPUTE RESOLUTION

- 4.1 If a dispute arises out of or in connection with this Team Ministry then (subject to section 4.7 below) the procedure set out in this clause shall be followed.
- 4.2 Any member of the team shall be entitled to give to all or some other members of the team ("the relevant team members") written notice of the dispute, setting out its nature and full particulars, together with any relevant supporting documents. The relevant team members shall attempt in good faith to resolve the dispute at this stage.
- 4.3 If the relevant team members are unable to resolve the dispute within 30 days of such written notice having been given, the dispute shall be referred to the Presbytery Clerk, who shall attempt in good faith to resolve it.
- 4.4 If the Presbytery Clerk is for any reason unable to resolve the dispute within 30 days of it being referred to him or her, the relevant team members agree to enter into mediation in good faith to settle the dispute. The mediator will be nominated by the Presbytery Clerk having consulted with the Principal Clerk. To initiate the mediation, one of the relevant team members must give written notice to the other relevant team members, referring the dispute to mediation.
- 4.5 If there is any point in relation to the logistical arrangements for the mediation on which the relevant team members cannot agree, the Presbytery Clerk will be entitled to decide that point, having first consulted with the relevant team members.
- 4.6 If the dispute is not resolved within 30 days of commencement of the mediation, the matter shall be referred by the Presbytery Clerk to the Presbytery's Complaints Committee, or other equivalent Presbytery Committee, subject to any issues of discipline which arise and any other matters which may require to be resolved in terms of the employment contract(s) of the relevant team members. Except in relation to matters which properly fall to be dealt with in terms of the employment contract(s) of one or more relevant team members, there shall be no appeal against the decision of the Committee.
- 4.7 Where the relevant team members include one or more employees, this dispute resolution procedure is without prejudice to the grievance and discipline procedures set out in their contract(s) of employment. For the avoidance of doubt, any team member who is serving under a contract of employment shall be entitled to raise with their employer any matter which they wish to have treated as a grievance, and the employer shall be entitled to raise with the employee any matter which it considers to be disciplinary in nature.

5. FURTHER PROVISIONS

Worship and Outreach

Each member of the Ministry Team shall be responsible for one or two services of worship each Sunday, with regular midweek opportunities for worship in various locations and styles and additional seasonal and special services as appointed by the Kirk Session, seeking all possible means to make the Good News of the Kingdom known in all areas of the parish and to people of all backgrounds in person and online. While the ministers will work as a team and will seek to become known to congregational members and members of the wider community across the united parish, each shall have lead responsibilities for the conduct of Sunday worship in one of the three designated worship centres (Fossway, Kinross and Orwell) to ensure continuity in worship, mission and pastoral care. This would be flexible and would change and develop particularly with any changes in personnel. The team ministers will also be responsible for developing and encouraging opportunities for worship in areas of the parish no longer served by a church building and in care homes etc, and for developing and encouraging the involvement of church members in the leading of worship.

Nurture, Discipleship and Pastoral Care

The Ministry Team and the Kirk Session shall have oversight of the nurture, discipleship and pastoral care of the people of the united parish from cradle to grave. Each member of the Ministry Team (in addition to exercising their own ministry in these areas of church life) shall develop and encourage the formation of Teams comprised of suitably gifted and trained elders and church members to guide those who are seeking God in the way of faith in Christ, to nurture those who seek to grow in the faith of Christ, to disciple those who seek to serve the way of Christ, and to offer care and support to any who may be in need. Baptisms and weddings shall be the shared responsibility of the Ministry Team and suitably gifted and trained people may be involved along with the Ministry Team in the conduct of funerals.

Service and Witness

The Ministry Team shall encourage and enable elders and church members in the exercise of their gifts within and beyond the church, to respond to human need by loving service, to challenge injustice and violence by pursuing peace and reconciliation, and to safeguard the integrity of creation by sustaining and renewing the life of the earth. Members of the Ministry Team shall offer themselves according to their gifts for such things as Schools and Workplace Chaplaincy, Community Development and Partnership, the development of relations with other churches and bodies (locally, nationally and internationally), and the encouragement of suitably gifted and trained elders and church members in such ventures.

6. PRESBYTERY'S POWER TO ADJUST TEAM MINISTRY

The Presbytery shall be free to adjust arrangements relating to the Team Ministry, subject to matters of tenure, as Presbytery may determine from time to time. Any material change to this Basis shall require to be agreed by all members of the team.

3. BASIS OF REVIEWABLE CHARGE

By decision of the Presbytery of Perth, permission is granted to the congregation of Kinross-shire Parish Church (SC015523) to call a minister on a Basis of Reviewable Charge in terms of section 9.1.1 of the Presbytery Mission Plan Act (Act 8, 2021*), and that on the following conditions:

- 1) While the Act specifies that an appointment to a Reviewable Charge may be reviewed by the Presbytery at any time and for any reason, its purpose as set out in the Presbytery Mission Plan is to maintain flexibility to implement the necessary changes to the composition and placement of ministry within the bounds.
- 2) The Presbytery shall review the appointment within six months of the end of the seven year period from the date of induction of the minister. The Presbytery confirms that it does not intend to review the appointment before then.
- 3) At the review, the Presbytery shall also consider with the Kirk Sessions the life and mission of the congregations, in particular:
 - whether the life of the congregations continue to exhibit the five marks of Mission;
 - whether the purposes of the church, i.e. worship, service, discipleship, fellowship and evangelism continue to be met;
 - the extent to which the congregation demonstrates a community based church;
 - and such other matters as may be relevant by that time.
- 4) Following such review, the Presbytery shall take a further decision on the future arrangements for ministry to the congregation of Kinross-shire Parish Church (SC015523). The options available to it will include renewing the tenure of the minister under reviewable charge for a further seven year period, while recognising that another option available to it is the termination of the tenure of the charge on giving the minister six months' notice in writing. The minister shall be free to seek to demit or to be translated as in the ordinary case of any minister inducted to a charge, provided that, if this Reviewable Charge is his or her first charge, the Presbytery hereby agree that these conditions constitute exceptional circumstances in terms of Section 4 of the Vacancy Procedure Act (Act 8, 2003*), and will accordingly issue the necessary Certificate if he or she seeks to be translated within five years.

* The terms of the Vacancy Procedure Act are to be found here:

https://www.churchofscotland.org.uk/_data/assets/pdf_file/0006/88224/2003-act-08-viii-revised-to-may-2021.pdf

The terms of the Mission Plan Act are to be found here:

https://www.churchofscotland.org.uk/_data/assets/pdf_file/0011/95987/Presbytery-Mission-Plan-Act-2021-as-passed-31.5.21-and-amended-may-2022-and-may-2024-clean.pdf