

JOINT RECOMMENDATIONS

on Ministerial Agreements

Unitarian Universalist Ministers Association
and
Transitions Office
Unitarian Universalist Association

September, 2009

Please note:

The 2001 edition of this document, *Joint Recommendations Concerning Letters of Agreement between Ministers and Congregations*, was the work of the Rev. Kenn Hurto on behalf of the UUMA and John Weston, UUA Transitions Director. Changes to the 2005 edition, *Joint Recommendations Concerning Ministerial Agreements*, are the work of the Rev. Roger Bertschausen on behalf of the UUMA and Weston once again. The few changes since are Weston's alone.

Please submit comments on and questions on these *Recommendations* to:

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Introduction

The relationship of mutuality between a Unitarian Universalist minister and a Unitarian Universalist congregation is covenantal: mutual in trust, mutual in accountability, and mutual in care. The covenantal relationship is thus prior to words about it. The covenantal relationship is the most important thing.

Words about the relationship, however—a description of what the parties hope for it and expect of it—can be most useful. Generally referred to as the “ministerial agreement,” these words record intentions shared, understandings reached, and responsibilities and accountabilities agreed upon. The vast majority of the time the agreement sits unread. But in times of stress, or in the advent of new circumstances, it can be a valuable guidepost for re-description, redefinition, and re-covenanting as the relationship crosses from the known and familiar into the unknown and the new.

This packet presents general recommendations for the covenantal relationship, two model letters of call, and notes on additional issues to be addressed in future documents. Inevitably, the specificity, and the exhaustiveness—or lack thereof—of the ministerial agreement will vary from one congregation to the next. No one set of recommendations can cover all circumstances. Thus the UUMA and the UUA urge ministers and congregational leaders to have thoughtful, informed, and candid conversations at a number of points before and during the ministry.

During candidating week mutual expectations must be articulated in general terms. In the first months of the new ministry expectations must be identified and responsibility and accountability allocated with specificity. The District Executive or his/her designee will wish to facilitate a startup workshop for this purpose. And at least every three years these expectations, responsibilities, and accountabilities must be revisited in the light of changing circumstances. The recommendations that follow are presented in the conviction that clarity contributes to trust, and in the hope that mutual consideration of the issues raised herein will assist both ministers and congregations in designing a navigational chart that will be useful when the tides are tricky and the crosswinds blow.

An introductory caveat: Practices regarding ministerial agreements vary widely. Ministers and congregations will want to adopt language that reflects well their particular circumstances and ways of engaging one another. Experience suggests, however, that when language of the letter is either too precise or too vague, trouble may follow.

- Avoid visiting the sins of the predecessor minister on the head of the successor! The requirement that “the minister shall occupy the church office between 9:15 a.m. and 2:30 p.m. every Tuesday” or that “the minister must request or receive Board approval before accepting community speaking engagements” suggests issues still unresolved.
- Avoid conflict avoidance! The injunction that “the minister shall work collaboratively with the church staff” places the burden for a two- (or three-, or

six-) way relationship on one party alone. Superficial peace is not an enduring value.

In the recommendations that follow, *congregation, church, parish, society, and fellowship* are synonyms. These recommendations do not necessarily apply to ministers who are hired, whether by a church board or agency or by the UUA itself, rather than called. Thus community-based ministries, interim ministries, acting ministers, and assistant ministers are not directly addressed.

The Spirit of the Agreement

The ministerial agreement points to a religious engagement characterized by collegial partnership for the common good of the congregation, its members, the community beyond the congregation, and Unitarian Universalism. In contrast to a contract outlining “conditions of employment,” the agreement reflects an understanding of the ministry as a *calling to be witnessed to*, not a job to be performed. Its primary characteristics are *trust* and *mutuality*. The minister is understood to be a professional serving *with* the people of the congregation to further the purposes of the congregation’s ministries.

All Unitarian Universalist ministers seek to respond and are ultimately answerable to their spiritual and vocational calling. Discerning and naming that calling as it affects one’s ministry is an important part of the minister’s work with the people. These recommendations therefore assume that a minister knows her or his work and how to allocate time. The congregation need not and ought not direct that work overmuch.

On this basis of trust, mutuality, and calling, the ministerial agreement letter includes a general declaration of shared understandings and expectations and reflects the common consent to honor our Unitarian Universalist Principles and heritage. Today, most agreements include the expectation that the minister will abide by the *UUMA Code of Professional Practice* and will take earnest account of the *Guidelines for the Conduct of Ministry*. We recommend that these references be included. In addition, where a congregation has adopted a covenant of right relations, or “behavioral covenant,” that reference, too, should be included.

Recommendations

The UUA and the UUMA jointly recommend that the letter of agreement and the ancillary documents it either incorporates or is accompanied by address four issues:

- A. Letter of Call
- B. Terms of Compensation and Employment
- C. Job Description
- D. Leadership Goals, annually determined

Recommendations for each of these issues follow. The recommendations conclude with thoughts regarding the Committee on Ministry.

Ministers and congregations are encouraged to make use of the UUA Transitions Office when first negotiating the letter of agreement. Ministers are encouraged to make use of the UUMA Good Offices Person as well, both when first negotiating and when re-negotiating the letter.

Ministerial search committees, negotiating teams, and congregation boards are similarly encouraged to make use of the District Compensation Consultant, the Ministerial Settlement Representative, the District Executive and/or District transition team.

A. The Letter of Call

The letter of call formally invites the minister to become the congregation's minister. It should contain:

- the result of the congregational meeting noting the actual vote of election (yeas and nays) and the proportion of the legal membership, a commitment to a free and untrammelled pulpit, and perhaps a brief statement about the covenant the congregation seeks to have with its minister.
- reference to the beginning date and to the terms of employment and compensation, the job description, plans for an initial goal-setting meeting with congregational leadership, and any additional considerations.
- an invitation to the minister to accept the call and an indication of how that is to be done, usually a line for signatures of the congregation's president and the minister. The agreement becomes effective upon the dated signing by both parties.

B. The Terms of Compensation and Employment

Compensation

For the most part, ministers are compensated like most employees. They are paid a salary, they receive benefits—insurance and retirement plan contributions—and they have a professional expense budget. There are two wrinkles, however.

One wrinkle is the clergy housing allowance, which is that portion of salary that is used to provide a residence. Thus “salary” for ministers is called “salary plus housing allowance,” or simply, “salary and housing.”

The second wrinkle has to do with the fact that for the purposes of Social Security, ministers are considered self-employed. Thus they are obligated to contribute 15.3 percent of salary and housing in SECA taxes. We ask that the congregation agree to pay to the minister for contribution in SECA taxes an additional 7.65 percent over and above salary and housing, the same percentage it pays in FICA taxes for any other employee. The minister, obviously, must contribute the balance, again like any other employee.

Thus we recommend that the terms of compensation state:

- the amount of salary and housing agreed upon
- the agreement to pay to the minister the contribution in lieu of FICA
- the agreement to contribute a stated percentage of salary and housing, at a minimum of 10 percent, to the UUA Retirement Plan (or a comparable plan)
- the agreement to pay insurance premiums on behalf of the minister:
 - a. at least 80 percent of the premium for the minister, *with a health insurance buyout provision for ministers under the plan of a spouse or partner (payment of 50 percent of the premium for covered spouse or partner and children is also encouraged)*
 - b. 100% of the premium for life, disability income, and dental insurance for the minister
- the commitment to provide an accountable expense reimbursement plan of at least 10 percent of salary and housing

Because ministers' financial situations vary widely, we recommend giving individual ministers the maximum flexibility possible by including the following paragraph in all ministry agreements:

The salary plus housing amount agreed to brings in its train the following additional benefits and professional expenses, for a total cost to the congregation of \$_____. The Governing Board and the Minister may, upon mutual agreement, and before the beginning of a tax or employment year, allocate funds among various categories to provide the minister with an optimum array of benefits. The congregation is strongly urged to require the minister to participate in pension, health, and long term disability income insurance plans.

The congregation should further agree to pay the minister's salary and housing and contribution in lieu of FICA in at least twelve equal pay periods annually, contributions to the retirement plan monthly, and premiums to the insurance carriers as required by the provider. Compensation adjustments usually occur with the change of the congregation's fiscal year. Professional expenses and out-of-pocket reimbursements should be paid monthly upon receipt of the minister's expense report.

A more complete description of ministerial compensation can be found at <http://www.uua.org/programs/ministry/finances/compplines.html>. A great deal of helpful material is available on the Church Staff Finance website <http://www.uua.org/programs/ministry/finances/index.html> and from the District Compensation Consultant.

Honoraria

Ministers sometimes receive honoraria for pastoral services. We recommend against ministers soliciting any fees or gratuities from members for counseling or rites of passage. However, any fees or honoraria solicited or otherwise received from non-members are the sole property of the minister.

Annual Leave

Leave typically includes a personal vacation at the rate of at least one month per year or accrued as otherwise specified. The agreement ought to note when the minister may take leave. In the event of an emergency return from vacation, the congregation should pay for travel. Attendance at UUA, UUMA, or district events is a professional obligation, not leave.

Study or Non-Parish leave

Leave also includes one month free of routine parish duties annually. During this time, the minister remains on-call for emergencies. Should the minister travel and an emergency occur requiring the minister's travel back to the congregation, the minister generally will be responsible for the costs incurred.

Other Forms of Leave

At least one *day of rest* each week, including the evening before, is essential to good self-care. The minister and Board should confer on the best time to take off each week.

The minister should be relieved of *pulpit duties* one Sunday per month to participate in other church activities or to spend weekend time with her/his family.

Holidays, as set by the congregation's governing board, should be for all employees, including the minister.

Parental leave should be available to all the congregation's employees. Details for such leave ought to be part of a congregation's employee manual.

Sabbatical Leave

We recommend that a minister take a sabbatical every four to seven years. Most sabbatical leaves accrue at the rate of one month for each year of service. During the sabbatical, the minister should receive her/his full compensation and benefits; professional expenses may be adjusted as appropriate.

We recommend that a minister consult with the Committee on Ministry in designing her/his sabbatical and that — in consultation with the minister — the governing board or a designated subgroup devise a plan to provide for pulpit supply and pastoral care support during the leave. In the rare event of an emergency requiring the minister's return, the congregation pays for travel expenses.

A sabbatical is designed to strengthen a minister's ability to serve her/his congregation. As such, the congregation owns the sabbatical. It is not accruing deferred compensation, and is not compensable upon termination.

Because the need for specifically ministerial services will not entirely disappear during the minister's sabbatical, we urge congregations to create a reserve fund to cover additional expenses that may be incurred by the congregation during that time.

The agreement should require the minister to remain in the ministry of this congregation for at least one year after the sabbatical leave.

Changes to the Ministry Agreement

It is good practice to do a thorough review of the agreement every three years. Unless otherwise guided by the congregation's employee manual or board policies, the agreement should state explicitly how changes to it are to be made.

The agreement ought to contain a plan for adjustments to salary and housing reflecting changes in the UUA's *Compensation Guidelines*, as well as the prospect of increases for merit and longevity.

Consistent with the congregation's bylaws, we recommend that the congregation board authorize the Personnel Committee, the Committee on Ministry, or an ad hoc committee to be responsible for renegotiating the terms of compensation.

Moving Expenses

The congregation should be responsible for all reasonable moving expenses applicable to a minister's relocation to the congregation's community. The letter of call ought to indicate what limits are included in "reasonable."

Associate and Assistant Ministers

Assistant ministers are generally hired, and work under a contract with a fixed duration, with the possibility of renewal and/or being called. Associate ministers are generally called by the congregations. The relationship between the assistant or associate minister, the senior minister, and the congregation's governing board ought to be clearly stated. Absent a provision to the contrary, in the event of a vacancy in the senior minister position, an associate or assistant may apply for the senior position.

Termination/Separation Procedures

Should the relationship between the congregation and the minister no longer be viable and the congregation seek to sever that relationship, we recommend the congregation pay a severance payment equal to one month's S&H, pension, and insurance premiums for each year of the minister's service up to a maximum of twelve months.

Should the congregation vote to terminate the relationship with the minister, a minimum of ninety days' written notice shall be provided. Unless the minister is fired for cause, we recommend that s/he should receive full salary and housing, pension, insurance

premiums, and other benefits for the ninety days. Forcible removal of the minister must be by vote of the congregation consistent with the congregation's bylaws.

Payments to Spouse/Partner in the Event of Minister's Death

In the event of the minister's death, we recommend that the congregation continue the minister's compensation to her/his surviving partner for three months. Where a parsonage is involved, we recommend that the family be permitted to occupy it for six months. With the agreement of the congregation's board, the family may rent the parsonage for no more than an additional six months.

C. The Job Description

The Duties and Expectations of the Minister

We recommend that the ministerial agreement include a job description delineating both general and specific responsibilities of the minister. Because Unitarian Universalist ministers are expected to know their craft and to be self-directing, and because each minister's skills and enthusiasms as well as the local context will shape how s/he spends her/his time and energy, we are reluctant to be too specific about a ministerial job description. What follows should be understood as a springboard for an intentional conversation between a minister and the congregation's leadership as they create a mutually agreeable job description.

Minister as Spiritual Leader

The minister's role in the life of a congregation is primarily that of spiritual leader. As such, the minister is expected to nurture an intentional spiritual life for her/himself. The congregation should respect the minister's need for daily devotion and prayer and/or reflection and periods of study. To the extent the minister is well-grounded in her/his faith and religious life, s/he will more effectively lead others.

Duties Customarily Attributed to the Office of a Unitarian Universalist Minister

The specific allocation of the minister's responsibilities should be determined annually at a leadership goals retreat with the congregation's elected leadership (see below). The general contributions that may rightfully be expected include:

- worship and preaching
- pastoral care, counseling, and rites of passage
- teaching
- prophetic witness, including community and denominational service
- congregational administration: together, the governing board and the minister should determine which administrative responsibilities and authorities lie with the board, which with the minister, and which are shared.

There is considerable diversity in emphasis among these five areas among Unitarian Universalist Ministers. The UUMA recommends the minister and congregation become as clear yet flexible as possible when describing how the minister will spend her/his time.

Multiple or Team Ministries

Congregations with two or more ministers face special opportunities and challenges. In addition to clarity with regard to the ministers' relationship with the congregation, the ministers must arrive at a clear understanding of their relationship. Congregational leaders would do well to require a covenanted relationship among their ministers as well as between their ministers and the congregation. An annual retreat, overnight and facilitated, of the ministerial team is likewise wise.

D. Leadership Goal Setting

A healthy ministry requires both ongoing planning and routine review in the light of Unitarian Universalist ideals and the congregation's stated mission. To that end, we recommend that the ministry agreement include a commitment by both the congregation and the minister to an *Annual Leadership Goal Setting*, during which the governing board and the minister together discern the congregation's leadership needs and identify specific goals. Such work will note responsibilities shared by the governing board and the minister, those owned by the governing board or other groups, and those owned by the minister. It is good practice to make such annual goals known to the congregation.

Performance Assessment

Integral to goal setting is assessing how well church leadership, including the minister, is doing against agreed-upon goals. We recommend that a commitment to a performance review as part of the congregation's annual goal-setting process be included in the agreement.

In order to ensure clarity of purpose, we further recommend that the Committee on Ministry take the lead in conducting an overall *congregational assessment* every three to five years. Of particular importance is reviewing or crafting a congregation's mission statement. This work may also be part of a strategic or long-range planning team's efforts. The congregation's self-study preparatory to calling a minister may provide an initial assessment to guide a new minister and congregational leadership as they begin their work together.

Congregational Assessment, published in June 2001 by the UUA's Fulfilling the Promise committee, is a valuable model, as is *Assessing Our Leadership*, available from Ministry and Professional Leadership at the UUA. These tools together provide a solid foundation upon which to create a healthy, continually renewing ministry. To the extent goal setting and performance review are one and the same activity, the minister and congregation will be clear both in their aspirations and in their understanding of who is responsible and accountable for meeting those goals.

At any time in a ministry, the Committee on Ministry may be expected to offer routine feedback to the minister on issues affecting her/his relationship with the congregation and the performance of her/his duties. As part of the annual leadership goal setting, the Committee on Ministry (or, if more appropriate, the Personnel Committee or an ad hoc committee with representation from the congregation's governing board) may want to assist the minister in assessing how well s/he met the previous year's congregational leadership goals. The purpose of this review is not to give the minister a grade. Rather, it should provide direction for the minister and church leadership as they plan for the next year.

Revisions to the ministry agreement may occur contemporaneously with this planning process to reflect changes in the expectations of the congregation and minister.

E. The Committee on Ministry

We recommend that the governing board and minister create a Committee on Ministry, whose purpose is to serve the health of the congregation by periodically reviewing the effectiveness of all the congregation's ministries. Its purview includes more than just the minister's performance and conduct, the primary purpose of previously common ministerial relations committee. The Committee on Ministry serves as an impartial observer of congregational life, not advocating particular policies or issues on behalf of members or the minister. Often, the Committee on Ministry may advise the personnel committee regarding the financial realities of the minister's compensation and assist the minister with continuing education and/or sabbatical planning.

Staffing the Committee on Ministry

We recommend that the membership of the Committee on Ministry consist of at least three and no more than seven congregation members in good standing, serving for three-year terms, renewable once for a maximum of six years' service. Typically, the minister and the board submit a list of nominees in whom both have confidence and trust to the board chair, who then appoints the committee and its chair. The board should expect a report from the Committee on Ministry annually.

Conflict within the Congregation

The primary role of the Committee on Ministry is to serve the overall health of the congregation. When conflict appears, the Committee on Ministry is a natural body to assist in managing the conflict. If the minister becomes the focus of a conflict, the minister and the Committee on Ministry will want to work cooperatively toward an appropriate response in light of the congregation's values, mission statement, leadership goals, and its understanding of right relations.

The goal of conflict management is not to eliminate conflict, but to find the creative potential for the further growth of all persons involved. Should matters become overly

anxious, the Committee on Ministry may, after consulting with the governing board, invite outside intervention by the district executive or other resources.

From time to time in a congregation's life ongoing conflict becomes unmanageable. Even here the Committee on Ministry may play a crucial role. During the most successful ministry an individual or group may experience irreconcilable disaffection from the minister, and insist, contrary to the wishes of a decided majority, that the minister must go. Recognizing that the congregation and minister ought to serve the whole and not be tied up endlessly in seeking to resolution with a few, the Committee on Ministry may recommend that the board resolve that the parties "agree to disagree," and declare the issue dead. In such a circumstance, the Committee on Ministry should find creative ways for the congregation to continue ministering to the disaffected person or group.

Two Model Letters of Agreement

The ministry agreement between congregation and minister says what both parties agree should be said about their relationship and their duties to one another. Just as no two congregations are identical, and no two ministers, so no ministry agreement should be a mere copy of another. Rather, the letter should reflect the particularities of the traditions and situation in which congregation and minister find themselves, and their agreement on the congregation-minister relationship therein.

In this section are included two quite different model ministry agreements plus a digest of issues that deserve careful consideration, both by the negotiating team and the governing board before offering such an agreement to a prospective ministerial candidate, and by the prospective candidate her- or himself.

A. Letter of Call and Ministry Agreement

<date>

<name>

<address>

<address>

Dear Rev. *<name>*:

Subject to this Congregation's calling you to our ministry by the congregational meeting of May 13 or thereafter and of your acceptance of the call, the terms of the agreement between the congregation and you as minister will be effective August 1, 2001, as follows:

1. The length of the ministry shall be indefinite. In the event that the minister resigns, or the congregation by a legal vote requests her resignation, three months'

- written notice shall be required by either party, unless a shorter period shall be mutually agreed upon.
2. The annual Salary shall begin at the rate of \$45,800. The Board will consider the minister's request that a portion of Salary be designated Housing Allowance once the minister has ascertained the likely domiciliary costs to be incurred. Salary and housing (S&H) shall be payable monthly on or before the fifteenth day of each month, beginning on August 15, 200x. S&H shall be reviewed annually by the Finance Committee and the Board of Trustees.
 3. In addition to the salary and housing allowance, the following benefits and professional expense reimbursement will also be provided:
 - In lieu of employer's FICA, at 7.65 percent of S&H
 - Retirement plan contribution, at 10 percent of S&H
 - Insurance premiums:
 1. Medical insurance for the minister, 80 percent of total premium (50 percent for spouse/partner and dependents encouraged)
 2. Group term life insurance, 100 percent of premium
 3. Dental insurance for the minister, 100 percent of premium
 4. Disability income insurance for the minister, 100% of premium
 - Professional and out-of-pocket expenses reimbursed up to 10 percent of S&H
 4. The total cost to the congregation of salary and housing plus the additional benefits and professional expenses is \$_____. With the approval of the governing board the Minister may reallocate funds among the various categories. Funds not expended within one category may be allocated to others upon mutual agreement of the Minister and the Board. The Minister must, however, elect pension, health, and disability insurance coverage or provide the Board with adequate rationale for not doing so.
 5. The minister shall have an annual vacation of one month, during which she is free of all professional responsibilities. The minister shall have a second month free of routine responsibilities, but shall be on call for emergencies and meetings where her presence is required. If away during this month, the minister shall return at her own expense.
 6. The minister shall be granted one month sabbatical leave for each full year of service, not to be taken before four years of service after initial call or previous sabbatical. Maximum accumulated sabbatical leave shall not exceed six months. The minister agrees to serve one year after completing a sabbatical leave.
 7. Changes in this agreement may be made by mutual agreement between the Board of Trustees and the minister in accordance with the budget approved by the congregation, subject to the provisions of the bylaws of the congregation.
 8. The minister shall have freedom of the pulpit, even as we are a free congregation. The minister shall use her time as she deems necessary for the best fulfillment of her ministry.
 9. All notes, research, sermons, and other products of the minister's work shall be the sole property of the minister.
 10. Anti-Oppression awareness: In calling a minister representing a racial or cultural group historically under-represented in the Unitarian Universalist ministry, this

congregation accepts its responsibility to continue to offer its members and minister(s) opportunities to increase their ability to function in a multiracial, multiethnic capacity and to address the systemic nature of oppression within Unitarian Universalism. On-going opportunities for growth and reflection will be offered to ensure the success of the professional ministry and will be scheduled in consultation with the Committee on Ministry/Ministerial Relations Committee.

Please indicate your acceptance of these terms by signing the copy of this letter enclosed and returning it to the church office.

Date approved: _____

For the Congregation: _____, President

I accept.

Date: _____

_____, Minister

cc: District Executive
UUA Transitions Director

B. Letter of Call and Ministry Agreement

<date>

<name>

<address>

<address>

Dear Rev. <name>:

PROLOGUE

The Unitarian Universalist Congregation of Anytown, Anywhere, hereinafter the Congregation, and the Reverend Jane Doe, as Minister, hereinafter the Minister, jointly enter into this Letter of Agreement effective May 1, 200x.

1. INTENTION

The intention of this Agreement is to set forth the responsibilities and obligations of the Minister to the Congregation and of the Congregation to the Minister as we seek to dwell together in peace, to seek the truth in love, and to serve one another and the larger community. It is recognized that no matter how carefully this Agreement is written and observed, the relationship between the Congregation and the Minister must be grounded in open communication, mutual trust, good faith, and open and fair process on both sides.

Anti-Oppression Awareness: In calling a minister representing a racial or cultural group historically under-represented in the Unitarian Universalist ministry, this congregation accepts its responsibility to continue to offer its members and minister(s) opportunities to increase their ability to function in a multiracial, multiethnic capacity and to address the systemic nature of oppression within Unitarian Universalism. On-going opportunities for growth and reflection will be offered to ensure the success of the professional ministry and will be scheduled in consultation with the Committee on Ministry/Ministerial Relations Committee.

2. EXPECTATIONS

2.1. Shared Leadership

2.1.1. The Minister and the Congregation share responsibility for the leadership and ministry of the Congregation. Achievement and maintenance of this collaborative relationship must likewise be shared. It is a relationship of discovery, of both self and other, in a context of mutuality.

2.1.2. The Congregation looks to its Minister for spiritual leadership and initiative, for assistance in setting and articulating its vision, and for professional and inspired performance and oversight of the Congregation's programs in collaboration with the Board of Trustees and the Congregation's committees.

2.2. Leadership Goals

Within the first year of ministry, the Minister, Board of Trustees, and Committee on Ministry, with the assistance of an outside facilitator, will engage in an overnight retreat for the purpose of arriving at specific understandings about the sharing of power and responsibility, goals for the coming year, and a plan for periodic review and renewal of the ministry of the congregation.

2.3. Pulpit and Worship Services

2.3.1. It is a basic premise of this Congregation that the pulpit is free and untrammelled. The Minister is expected to express his/her values, views, and commitments without fear or favor.

2.3.2. The Minister will be free of Sunday service responsibilities once per month.

2.3.3. The Minister will be responsible for all worship services, including seasonal celebrations and rites of passage, such as weddings, child dedications, and funerals and memorial services except those for which the Worship Committee assumes responsibility.

2.4. Services to Persons

2.4.1. The Minister will serve members in their needs for pastoral care, including crisis intervention and visitation of the homebound, sick, dying, and bereaved, both directly and in conjunction with the Congregation's own pastoral care program. The Minister will maintain awareness of her/his own limitations, and will refer members for professional counseling and other specialized services as appropriate.

2.4.2. The Minister will provide ceremonial services and counsel to members of the Congregation without fee or honorarium. When such services are provided to non-members, such fee or honorarium may be set by and is the property of the Minister.

2.5. Services to the Board and Committees

2.5.1. The Minister will be an ex officio member without vote of the Board of Trustees. The Minister will report to the Board at its regular meeting, bringing to its attention specific concerns as they arise.

2.5.2. The Minister will be an ex officio member without vote of all committees and task forces except the Nominating and Ministerial Search Committees and the Committee on Ministry, and will attend meetings of the Committee on Ministry except during executive session. The Minister will confer at least annually with each committee on how best to assist it. Attendance by the Minister at most committee meetings is welcome but not expected.

2.6. Community Activities

The Minister is encouraged to act in the community beyond the Congregation on behalf of liberal religious values, and to inform the congregation of such action through periodic reports. When the Minister speaks in public, the Minister must clearly indicate that such speech is not on behalf of the Congregation unless the Congregation has otherwise authorized.

2.7. Relationship to Church Staff

2.7.1.a The Minister is chief of staff, or

2.7.1.b In consultation with the Board of Trustees, the Minister may delegate day-to-day supervision of the performance of staff members to appropriate committees.

2.7.2. The Minister participates in annual staff evaluations and recommends personnel actions to the Board of Trustees. The Board and Minister will jointly decide on hiring, discharging, and changing compensation of church staff.

2.8. Office Hours and Days Off

2.8.1. The Minister will maintain regular and posted daytime or evening office hours at least three days per week, with other times available by appointment.

2.8.2. The Minister will maintain one day per week free of all Congregation responsibilities and one additional day devoted to study and writing wherein the Minister shall be available only for emergencies.

2.9. Committee on Ministry

2.9.1. A Committee on Ministry will monitor and nurture the health of the ministry of the Congregation.

2.9.2. During the first six months of the Minister's tenure, the Ministerial Search Committee will act as the Committee on Ministry. Thereafter, a Committee on Ministry with staggered terms will be appointed by the Board from a slate jointly decided upon by the Minister and the President.

2.10. Evaluation of the Minister

An assessment of the work of the Minister will be conducted every three to five years by the Committee on Ministry as part of a periodic review and renewal of the leadership and ministry of the Congregation.

2.11. Minister's and Congregation's Conduct

The conduct of the Minister and the Congregation will be in accordance with the Code of Professional Practice and Guidelines for the Conduct of Ministry of the Unitarian Universalist Ministers Association.

3. COMPENSATION, PROFESSIONAL EXPENSES, AND BENEFITS

3.1. Salary plus Housing Allowance

3.1.1. The Congregation will provide to the Minister a Salary of \$_____.

3.1.2.a. The Board will consider the minister's request that a portion of Salary be designated Housing Allowance once the minister has ascertained the likely domiciliary costs to be incurred.

or

3.1.2.b. Parsonage: The Minister shall have free use of the parsonage at [address], including the utilities and furnishings listed in the appendix. All reasonable and necessary maintenance and repairs will be performed promptly at the Congregation's expense. The fair rental value is estimated at \$_____, and may be adjusted annually as appropriate.

3.1.3. Salary (and housing [S&H]) shall be payable monthly on or before the fifteenth day of each month, beginning on August 15, 200x. S&H shall be reviewed annually by the Finance Committee and the Board of Trustees.

3.2. Other Benefits and Expenses

3.2.1. In lieu of employer's FICA, at 7.65 percent of S&H, payable monthly.

3.2.2. Retirement plan contribution made by due date to the Unitarian Universalist Organizations Retirement Plan and/or other appropriate pension plan, of at least 10 percent of total Salary and Housing.

3.2.3. Insurance premiums:

3.2.3.1. Comprehensive medical insurance for the minister, 80 percent of premium (50 percent for spouse/partner and dependents encouraged)

3.2.3.2. Group disability insurance, 100 percent of premium (with premium taken as taxable income by minister)

3.2.3.3. Group term life insurance, 100 percent of premium

3.2.4. Professional and out-of-pocket expenses. Reimbursable up to the greater of 10 percent of S&H or \$5,000 (plus an additional 1 percent for interim and consulting ministers attending a UUA-sponsored transitional ministry continuing education event), payable promptly on voucher by the minister in accordance with an Accountable Reimbursement Plan developed jointly by the Minister, President, and Treasurer. Other expenses for reimbursement include, but are not limited to, travel, automobile mileage, lodging, meals, incidentals, conference registration, entertainment, pulpit gowns, books, periodicals, dues, office equipment such as computers, and other continuing education events. It shall be the practice of the Congregation to reimburse such expenses at the maximum rate allowed by the tax laws. Any items the purchase of which is reimbursed by the Plan shall be the property of the minister

3.3. Reallocation

The total cost to the congregation of salary and housing plus the additional benefits and professional expenses is \$_____. The Governing Board and the Minister may, upon mutual agreement, and before the beginning of a tax or employment year, allocate funds among various categories to provide the minister with an optimum array of benefits. The congregation is strongly urged to require the minister to participate in pension, health, and long term disability income insurance plans.

3.4. Annual Review of Compensation

3.4.1. The Board of Trustees will review the Minister's compensation annually in consultation with the Committee on Ministry, Finance Committee, and Personnel Committee, and will recommend adjustments to the Congregation, taking into consideration such factors as merit in meeting or exceeding expectations, increases in the cost of living, changes in the cost of benefits, and the financial means of the Congregation.

3.4.2. The Congregation shall consider such recommendations as a part of the normal budgeting process, and shall act upon them at the annual congregational meeting held for this purpose.

3.5. Annual Leave

3.5.1. The Minister will be relieved of all responsibilities and may be absent from the area for a total of eight weeks per year.

3.5.2. Four of these weeks will be taken as vacation. During vacation, should an emergency arise requiring the Minister's return, all costs of such return will be borne by the Congregation.

3.5.3. Four of these weeks will be taken as study leave. During study leave, should an emergency arise requiring the Minister's return, all costs of such return will be borne by the Minister.

3.6. Denominational Service and Continuing Education

With the specific approval of the Board of Trustees, the Minister may be relieved of all responsibilities and absent from the area for up to four Sundays annually, inclusive of General Assembly, for participation in UUMA chapter, _____ District, and Unitarian Universalist Association functions and continuing education.

3.7 Sick, Medical, Disability, Birth/Adoption, and Family Leaves

3.7.1 Sick Leave: The Minister shall be credited with 10 sick days per calendar year each January 1, and with sick days on a prorated basis at the beginning of the initial partial year. Up to 10 days of accrued sick leave may be carried forward each year, but in no case may the balance exceed 20 days. Sick leave may be used for the minister's illness or for the illness of a member of the minister's immediate family.

3.7.2 Extended Medical Leave: Should the minister's illness, injury, or disabling condition continue after all accrued sick and vacation leave has been exhausted, the congregation shall place the minister on "Extended Medical Leave." Extended Medical Leave shall not extend beyond the earlier of either the commencement of long-term disability benefits or 90 days following the

- exhaustion of all sick and vacation leave. Vacation leave does not accrue during this period. During Extended Medical Leave, the congregation shall continue to pay all employee insurance premiums (health, dental, life, retirement, and long term disability) as otherwise provided by this Agreement, and no less than 75 percent of the minister's salary and housing allowance. If the minister recovers and is able to return to work full-time before the earlier of the 90-day period of Extended Medical Leave or the commencement of long term disability benefits, the congregation shall retroactively pay the minister at 100 percent of salary and housing. [see 4.1 for consequent termination]
- 3.7.3 Health and Dental Insurance at the Conclusion of Extended Medical Leave: At the conclusion of Extended Medical Leave, whether by approval for long-term disability benefits or by reaching the 90-day-limit, health and dental insurance premiums will be discontinued and the minister will be offered COBRA coverage if available.
- 3.7.4 Disability Leave: In the event the minister is approved for long-term disability benefits, the congregation will deem the minister actively at work and continue to pay the life insurance premium for an additional six months of transitional disability leave in accordance with the premium waiver provisions of the Group Life Insurance contract. Unless otherwise agreed to by both the congregation and the minister, salary and housing shall not be paid during disability leave.
- 3.7.5 Parental Leave: In the case of the birth or adoption of a child, the minister shall be granted six weeks of paid and six weeks of unpaid leave. Unpaid leave should be extended only after all paid leave has been used. During periods of unpaid leave, the congregation will continue paying premiums for health, dental, life, and long term disability insurance.
- 3.7.6 Family Medical Leave: After serving for at least twelve months, the minister may take up to twelve weeks of unpaid leave to care for a family member (child, spouse/partner, or parent) with a serious health condition. Unpaid leave should be extended only after all sick and vacation leave has been used. During periods of unpaid leave, the congregation will continue paying premiums for health, dental, life, and long term disability insurance.

3.8. Sabbatical Leave

- 3.8.1. The Minister shall use sabbatical leave for study, education, writing, meditation, and other forms of professional and religious growth. Sabbatical leave accrues at the rate of one month per year of service, with leave to be taken after four but before seven years of service. No more than six months of sabbatical leave may be used within any twelve-month period. The dates of the sabbatical plan must be approved by the Board of Trustees at least one year in advance.

3.8.2. The Congregation will continue full salary, housing allowance, and benefits during sabbatical leave. Professional expenses may be adjusted.

3.8.3. Every fiscal year, the Congregation will consider sequestering funds for use in funding the Congregation's additional expenses during the Minister's sabbatical. This sabbatical fund is the property of the Congregation.

3.8.4. In the event of the Minister's resignation, termination, or retirement, unused sabbatical leave is not compensable.

3.8.5. The Minister agrees not to resign from full-time service to the Congregation for a minimum of one year following the end of each sabbatical leave.

3.8.6. The Congregation agrees to take no action on ministerial tenure during a sabbatical leave.

3.9 Relocation Expenses

The Congregation will reimburse the Minister for reasonable relocation expenses of the Minister and immediate family to the area up to a maximum of \$_____.

Reasonable expenses include the services of a professional moving company, plus, automobile mileage, and transportation and temporary housing costs, but not meals. An estimate of the cost of the move shall be presented to the Treasurer in advance.

3.10. Intellectual Property

All notes, research, sermons, and other products of the minister's work shall be the sole property of the minister.

4. DISPUTE AND TERMINATION

4.1. The term of this agreement is indefinite. It will continue until the Minister provides the Congregation with at least ninety days' notice of intent to resign or retire, or until the Congregation provides the Minister with at least ninety days' notice of intent to dismiss, or until the long-term disability or death of the Minister.

4.2. Any dispute concerning the interpretation or performance of this Agreement or its validity or termination shall be solely and finally resolved by arbitration before, and under procedural rules established by, a tribunal consisting of one Unitarian Universalist minister appointed by the Minister and one Unitarian Universalist minister appointed by the Trustees. If the tribunal is unable to agree, the tribunal shall be augmented by an umpire appointed by the Unitarian Universalist Association Director of Ministry and Professional Leadership or his/her designee. Both parties to this Agreement agree that it is of the utmost importance that no dispute between Minister and the Congregation be heard by the civil courts and to that end the parties agree that the results of the above arbitration shall be binding. No secular court shall under any circumstances have jurisdiction to hear any dispute to which the arbitration provisions of this Paragraph shall apply.

4.3. In the absence of a specific provision in the bylaws, a decision to dismiss the Minister shall be by majority vote of all members of the congregation present and eligible to vote at a meeting called for that purpose at which a quorum is present.

4.4. At termination, accrued vacation will be compensated in the financial equivalent. Accrued study leave is not compensable.

4.5. In the event of the Minister's death, the parsonage will be available for the family's continued use for at least six months on the same financial terms as to the Minister.

4.6. In the event of dismissal, salary, housing allowance, and benefits will continue for three months.

4.7. In the event that the minister's resignation is negotiated, salary, housing allowance, and benefits will continue for one month per year of service up to twelve months from the date of dismissal, or until the Minister has begun service in another position, if sooner.

4.8. The Minister may be dismissed with less than ninety days' notice, and without the severance payments described in Section 4.1 of this Agreement, if the Minister

4.8.1. is convicted of a felony

4.8.2. has her ministerial fellowship with the UUA terminated or suspended

4.8.3. is found by the governing committee of the Congregation to have engaged in physically or sexually abusive acts toward a member of the Congregation, a Congregation employee, or a child, or

4.8.4. is found by the governing committee of the Congregation to have grossly neglected her ministerial responsibilities under this agreement and/or to have engaged in activities that bring the Congregation and/or Unitarian Universalism into disrepute in the community.

5. AMENDMENT

5.1. The terms of this Agreement may be changed by mutual consent of the Minister and the Board of Trustees, except that increases in Total Cost of Ministry, and changes in sabbatical and termination provisions require the approval of a majority of the Congregation.

5.2. This Agreement will be reviewed at least every three years.

5.3. This Agreement is subject to the laws of the State of _____ and the bylaws of the Congregation. It has been drawn, offered, and accepted in the spirit of the Principles and Purposes of the Unitarian Universalist Association.

6. OFFER

This Agreement represents an official offer to the Reverend _____ when the calling of said Minister is approved by the Congregation and accepted by the Minister and shall become final upon the occurrence of all the following events:

- completion of a criminal record background check satisfactory to the Committee
- acceptance of this offer by the Minister
- calling of the minister by the Congregation
- acceptance by the Minister of the call.

Date Offer Approved: _____

For the Congregation: _____, President

Date Offer Accepted: _____

By: _____, Minister

Date Call Extended: _____

For the Congregation: _____, President

Date Call Accepted: _____

By: _____, Minister

cc: District Executive
Ministerial Transitions Director

F. Bringing a Ministry to an End

Historically, out of a hundred UU ministries, 55 are brought to an end by a minister's decision to resign voluntarily in order to take, and sometimes to seek, another position; twenty, by virtue of retirement; three, by disability and death; and 22, by negotiated resignation. In a negotiated resignation, also known as a "pressured termination," congregational dissatisfaction with a minister's service has reached the point where the minister's continuation is doubtful if not impossible. Petitions are being circulated, and the prospect of a congregational looms. In a difficult situation both parties receive something of value: the congregation gets a prompt and relatively peaceful solution to a potentially protracted and divisive situation, and the minister gets a larger severance package than would be available under the conditions either of a unilateral voluntary resignation or of a congregational vote to terminate.

Model Agreement to Terminate a Ministry

<date>

<name>

<address>

<address>

Dear Rev. <name>:

This letter sets forth our agreement (“Agreement”) concerning your resignation as Minister from the <name of congregation> (the “Church”), effective on <date> (the “Resignation Date”).

- 1. You will be paid all salary due for time worked through the Resignation Date. You will also receive a payment for any accrued and unused vacation days that you have as of the Resignation Date. These payments will be made on the Church’s first regular payday following the Resignation Date.*
- 2. The Church will provide you with a severance payment, in one lump sum, in the gross amount of <\$ > (the “Severance Payment”). The Severance Payment will be paid within fifteen (15) business days following the Agreement’s Effective Date (the Resignation Date).*
- 3. Your employee coverage in the Church’s employee benefit programs will end on <date>.*
- 4. The payments and benefits provided under this Agreement will be subject to applicable federal, state and local income taxes and other applicable withholdings, to the extent required by law.*
- 5. No contributions to the Church-sponsored retirement plans will be made with respect to the payments and benefits provided for in Paragraph 2. The Church will not contest your eligibility for unemployment benefits.*
- 6. You confirm that, as of the Resignation Date, you will return to the Church all of its property in your possession or custody, including, but not limited to, all keys, security or access cards, books and computer or other equipment (including the password(s) to use such property).*
- 7. You acknowledge and affirm the following:*
 - a. You acknowledge and agree that the payments and benefits provided for pursuant to Paragraphs 1 through 3 above constitute the entire, maximum and only financial obligation of the Church to you of any kind or nature, including, without limitation, any salary, bonus, incentive compensation, financial obligation to you pursuant to the Church’s policies, or remuneration of any kind, except for any vested benefits you may be entitled to receive pursuant to the Church’s retirement plans.*

- b. *You furthermore acknowledge that you are not entitled to any severance payment other than the Severance Payment described in Paragraph 2, under any Church program, policy or practice.*
- c. *You furthermore acknowledge and agree that you have been paid and have received all leave (paid or unpaid), compensation, wages, bonuses and/or commissions to which you may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses and/or commissions are due to you, except as provided in this Agreement. You furthermore affirm that you have no known workplace injuries or occupational diseases and have been provided and/or have not been denied any leave requested under the Family and Medical Leave Act.*

8. You acknowledge that the payments and benefits you are receiving under this Agreement exceed those that you would have been entitled to receive upon your resignation from your call to the Church had you not agreed to the terms of this Agreement. In consideration for the payments and benefits being provided to you pursuant to this Agreement, you hereby release the Church and all of its past and present officers, ministers, trustees, employees, representatives and agents from all claims that you may have against the Church of any kind concerning or arising during the period of your ministry at the Church or the termination of your ministry with the church, including, but not limited to, claims for attorneys' fees. You also agree that the release contained in this Paragraph releases, among other things, all claims based on any statute, rule or regulation or on any theory of contract or tort, whether based on common law or otherwise. You also agree that the release contained in this Paragraph covers all claims that have accrued as of the time you execute this Agreement, including both those that you know about and those that you may not know about. The provision of payments provided for in this Agreement does not signify any admission of liability or wrongdoing by the Church.

The release contained in this Paragraph 8 does not waive any claims that you may have that arise after the date you sign this Agreement.

9. By signing this Agreement, you are confirming that you entered into this Agreement knowingly and voluntarily, after having had adequate time to consider it and having discussed it with an advisor of your choice.

Further, you may not sign this Agreement prior to your Resignation Date (i.e., <date>).

10. You represent and warrant that you have not assigned or transferred, or purported to have assigned or transferred to any entity or person, any claim or cause of action released in Paragraph 10 of this Agreement, or any amount of money related hereto.

11. You and the Church agree to complete the Exit and Transition Interviews, respectively, with the District Executive of the <name of UUA District> and in all relations with UUA institutions and ministers to describe the ministerial relationship here coming to an end fully and candidly and not in derogation of one another..

12. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, distributees, executors, administrators, personal representatives, successors and assigns.

13. *This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of <name of state> without regard to the choice of law provisions thereof.*

14. *In case any part of this Agreement is found by a court (or other tribunal) of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired by that finding; provided, however, that if any of the releases contained in Paragraph 10 of this Agreement is found to be invalid, illegal, or otherwise unenforceable, you agree, promptly upon the request of the Church, to execute a new general release that is legal and enforceable.*

15. *This Agreement sets forth the entire agreement between you and the Church concerning its subject matter and supersedes any and all prior oral or written agreements or understandings between us. This Agreement may not be altered, amended or modified, except in a suitable writing signed by both you and an authorized representative of the Church.*

16. *Please sign and date below and return this Agreement to me to indicate your acceptance of the foregoing. You may retain the duplicate original for your records. As discussed above, you may not sign this Agreement prior to the Resignation Date. Please note that if you make a handwritten change to this Agreement such handwritten change will not be incorporated as a provision of this Agreement and will have no effect.*

Sincerely,

<Official Name of Congregation>

By: _____

<name>

Chair, Board of Trustees

ACCEPTED AND AGREED TO:

<full name of resigning Minister>

Date