

August 2021

Adapted from October 2018 version for clarity and cosmetics  
3.2.3.1 edited March 2022

# UUA/UUMA Recommended Ministerial Agreement for Full-time Senior/Lead/Solo<sup>1</sup> Ministers

## Introduction

Congregational traditions, governance structures, needs, and resources vary greatly among the approximately 1,100 UUA congregations. This Ministerial Agreement is a model provided by the Unitarian Universalist Association and the Unitarian Universalist Ministers Association to assist Congregational leaders and ministers in drafting a ministerial agreement that meets their mutual needs. UUA Congregational Life, Church Staff Finances, and Transitions staff are available to provide additional resources and answer questions.

This sample agreement is not intended to be legal advice. Congregations and ministers are advised to consult their own legal counsel in order to tailor this document both to each Congregation's specific needs and to the employment laws of their state and locality.

This Agreement is for Congregations calling a full-time Solo or Senior Minister. It has been drafted in consultation with UUA legal counsel, UUA staff including Congregational Life, Transitions, Human Resources, and Church Staff Finances. All UUA congregations and UUMA members were invited to comment on the 2018 published version of this agreement. This summer 2021 version has been edited and reformatted primarily for clarity and ease of use.

The UUA Office of Church Staff Finances continues to welcome suggestions for improving this document. Please direct specific comments/recommendations to Jan Gartner, UUA Compensation Programs Manager, at [JGartner@uua.org](mailto:JGartner@uua.org).

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<sup>1</sup> Please edit the document to use the appropriate title.

# Ministerial Agreement

[Name of Congregation, City/State] (“The Congregation”) AND [Name of Minister] (“The Minister”) jointly enter into this covenantal agreement.

## 1. GOALS AND RELATIONSHIPS

### 1.1 Intent

The intent of this Agreement is to set forth the responsibilities and obligations of the Minister to the Congregation and of the Congregation to the Minister. The relationship between the Congregation and the Minister must be grounded in open communication and mutual trust. In most situations, the Congregation will act through its Governing Board (referred to as the “Board”).

### 1.2 Shared Leadership

**1.2.1** Consistent with our understanding of the covenant that binds us in an evolving living tradition, the Minister and the Congregation share the leadership and ministry of the Congregation. The relationship of the Minister and the Congregation will be in accordance with Unitarian Universalist Ministers Association (UUMA) Guidelines for the Conduct of Ministry. (See <https://www.uuma.org/guidelines>.)

**UUMA Guidelines:** All ministers are encouraged to join the UUMA and congregations are urged to budget professional expenses sufficient for ministers to maintain UUMA membership. The benefits of ministerial membership in the UUMA include support for their ministries, continuing education opportunities, collegial relationships, and participation in UUMA business, all of which strengthen ministry for the benefit of congregations.

**1.2.2** The Congregation looks to the Minister to provide:

- Spiritual leadership,
- Historical and theological perspective,
- Assistance with setting and implementing the congregation's mission,
- Oversight of the Congregation's programs,
- Leadership of the staff team, and
- Administration of the Congregation's business operations in collaborative partnership with lay leaders and staff.

**1.2.3** The Minister looks to members of the Congregation to:

- Live out the Congregation's mission and vision,
- Demonstrate effective leadership,
- Be open to change,
- Broaden the meaning of community, and

- Communicate issues or concerns in a forthright and respectful manner through established communication channels.

**1.2.4** The Board, on behalf of the Congregation, commits to remaining in covenant with the Minister and holding members of the Board as well as the Congregation to behavior that is respectful of the Minister and of the office and consistent with Unitarian Universalist values.

**1.2.5 Start-Up:** Within the first year of ministry, the Board will consult UUA Congregational Life Staff regarding whether a start-up consultation or retreat would be helpful.

A start-up retreat/gathering can assist the Minister and leadership as they explore the history, culture, and norms of the Congregation; discuss the sharing of power, authority, and responsibilities; and develop goals. Start-ups vary in format depending upon individual circumstances including choice of outside facilitator. In addition to a Congregational Life staff member, others who might be consulted include the Transitions Coach and a UUMA Good Officer.

**1.2.6 Monitoring and Nurturing the Health of the Ministry:** The Board and the Minister will monitor and nurture the health of the Congregation's ministries through regular assessments. In addition, the Board and Minister will also agree upon a process to periodically assess the work of the Minister. Assessment methodologies will be collaboratively determined by the Board (or their designee) and the Minister.

A variety of resources are available. Contact your Congregational Life staff for guidance and resources on assessments.

**1.2.7 Anti-Racism, Anti-Oppression and Multicultural Awareness:** The Congregation and the Minister commit to addressing the systemic prejudices and biases found within all parts of society. This work includes ensuring that the Minister(s), staff, and members are trained to understand, welcome, and better serve an increasingly diverse community.

The Board and Minister(s) will continually address the ways that systems of oppression within and beyond our Congregation are perpetuated and agree to collaborate on a joint process of reflection to ensure progress. This includes, but is not limited to, the ways in which the characteristics of dominant cultures live in our practices, systems, procedures, and lives.

When congregations call ministers who themselves hold historically or currently marginalized identities, the minister will be free to determine the extent to which they are called to lead in dismantling injustices related to the minister's own identities.

Historically and currently marginalized identities include, but are not limited to, those held by Black, indigenous, and people of color, people who are trans, genderqueer, or nonbinary; LGBTQ people; women; fat people; poor and working class people; neurodivergent people; people living with disabilities; and many others.

The Congregation may begin by examining its own policies and practices that have hindered living our Unitarian Universalist values. This might include an analysis of lessons learned from past efforts to become more equitable and diverse, a review of Congregational hiring decisions, development of hiring practices and procedures for mitigating bias, and a commitment to increase the capacity of all staff and leaders to serve a diverse Congregation with emotional intelligence and cultural competence. Resources are available through the UUA Congregational Life staff. The congregation should also explore local resources, particularly those from communities of color or other historically marginalized groups.

**1.2.8 Ongoing Dialogue:** The Board and Minister recognize the different cultural, racial/ethnic, ability, gender, sexual orientation, generational, economic, social, and theological experiences and identities that exist within our congregation, aware that these differences can be sources of both strength and challenge.

- The Board, the Minister, and the Committee on Ministry commit to honest and ongoing communication about how identity and power impact and shape the congregation.
- The Board and Minister commit to addressing concerns that arise, recognizing that conflict is inherent to a diverse community.
- Congregational leaders will consider how differences in identity, experience, or power might be a factor in any conflict.
- The Board and Minister will hold themselves accountable to our shared values and may seek an outside facilitator from the UUA or other mutually agreeable organization.

Increasingly, conflicts involving congregational staff, including the minister, seem exacerbated or even triggered by different life experiences, identities, and expectations. Congregational leadership need to be attuned to this possibility, and promptly address it with outside facilitators if necessary.

## 2. RESPONSIBILITIES

### 2.1 Services to the Board and Leadership Groups

**2.1.1 Board:** The Minister will be an ex officio member, without vote, of the Board. The Minister will bring to the attention of the Board matters significantly affecting the life, operation, and mission of the Congregation.

**2.1.2 Committees/Teams:** The Minister will be an ex officio member, without vote, of all committees, task forces, or teams except a Ministerial Search Committee formed following the announcement of the Minister's retirement or departure.

- The Minister will confer, as needed, with each committee on how best to work together to serve the Mission of the Congregation.
- Attendance by the Minister at committee meetings is welcome, but not routinely expected.
- The unique role of the minister in advising the Nominating/Leadership Development Committee is acknowledged, as the minister is expected to have a breadth and depth of relationships to help identify appropriate leaders for the Congregation.

With respect to ministerial participation in committee meetings, congregational cultures and practices vary. Especially early in the ministry, attending group meetings is an important way for the minister to learn about the activities of the congregation.

## 2.2 Pulpit and Worship Services

**2.2.1 Free Pulpit:** The pulpit is free. The Minister is expected to express personal and faith values, views, and commitments that are consistent with our understanding of our evolving living tradition without fear or favor.

The concept of freedom of the pulpit is addressed in the Congregational Governance section of *Interdependence: Renewing Congregational Polity* (Commission on Appraisal, 1997). See <https://www.uua.org/leadership/learning-center/governance/polity/47009.shtml>.

**2.2.2 Accountability for Worship Services:** The Minister is accountable for all worship services, including rites of passage, whether or not the Minister is involved in planning or leading a given service. All services, including weddings and memorial services, conducted by outside officiants must be pre-approved by the Minister.

Consistent accountability for worship is helpful and clarifying, especially if problems or differences in opinion arise in this essential area of congregational life. It is not intended to imply that the minister is directly responsible for planning and implementing every service!

**2.2.3 Leading Worship:** The Minister will lead or co-lead worship between 30 and 35 Sundays each year, as well as major religious holidays observed by the Congregation. This number may be reduced to enable the minister's involvement in religious education or other concurrent programming.

- The Minister will be off and relieved of all responsibilities on at least one Sunday per month, as well as Sundays while on vacation and study leave.
- The minister will be relieved of all responsibilities for up to four Sundays each year to participate in denominational activities such as UUA General Assembly and regional meetings, collegial gatherings, or UUA/UUMA committees.
- The Minister will communicate the dates of Sundays away in advance to the Board.

30 to 35 Sundays is a typical schedule which takes into account monthly Sundays off, vacation and study leave, and denominational activities. Based on the priorities of your congregation, and with careful attention to overall scope of work, this number could be adjusted (up or down).

**2.2.4 Reserve/National Guard Service** (Add if the Minister serves as a Reserve or National Guard Chaplain): The Congregation and Minister recognize the benefits and challenges of having a Minister serve as a Chaplain in the Reserve or National Guard. The Board and Minister will work together to ensure the needs of the Congregation are met during periods of military service by the Minister.

UU ministers serving as Chaplains in the National Guard or Reserves are required to commit a minimum of one weekend a month for training responsibilities or other term as required by law or lawful authority. The UUA recommends that the language of the Agreement and benefits provided for Ministers in guard and reserve positions be reviewed at the time for compliance with law. The UUA recommends considering such training as weeks away for denominational activities or study leave. For guidance, see the UUA Guidelines for Reserve and Guard Chaplain Support: <https://www.uua.org/sites/live-new.uua.org/files/uua-approved-reserve-guidelines-20160616.pdf>.

## 2.3 Other Ministerial Services

The Minister will conduct rites of passage, including weddings, child dedications, and memorial services as well as provide pastoral care services, including crisis intervention and visitation of the homebound, sick, dying, and bereaved, both directly and in conjunction with the Congregation's pastoral care program.

- The Minister will maintain awareness of personal limitations and boundaries, referring members for professional counseling and other specialized services as appropriate.
- The Minister will provide such ministerial services and counseling to members of the Congregation without fee or honorarium.
- The Minister may charge a fee when rites of passage, pastoral care services, and other ministerial services are provided to non-members of the Congregation.

Regarding fees charged for non-members, see the UUMA's Scale of Recommended Fees for Professional Services: <https://www.uuma.org/page/professionalfees>.

## 2.4 Community Activities

The Minister will serve in the community beyond the Congregation and will inform the Congregation of such action through periodic reports.

## 2.5 Relationship to Congregational Staff

### 2.5.1 Minister's Role: (Choose 2.5.1a OR 2.5.1b.)

**2.5.1.a** The Congregation operates under policy governance, and the Minister serves as Lead Executive/CEO operating consistent with the policies, authorities, and limitations adopted by the Board. The Minister is responsible for ensuring appropriate implementation and management of policies regarding

staff, including staffing practices, maintenance of all personnel records, clear and accurate job descriptions, timely enrollment of eligible staff in offered benefit plans, annual compensation reviews, staff evaluations, and a dispute resolution process. The Minister has authority to hire, discharge, change the compensation of Congregational staff or implement other major personnel-related changes consistent with Board Policies.

**2.5.1.b** The Minister is Head-of-Staff and is responsible for the development of equitable and appropriate policies and the supervision of staff. The Minister may delegate supervision of individual staff members. The Minister is responsible for ensuring appropriate management and supervision of staff including development of appropriate policies and practices, maintenance of all personnel records, clear and accurate job descriptions, timely enrollment of eligible staff in offered benefit plans, annual compensation reviews, staff evaluations, and a dispute resolution process. The Minister has authority to hire, discharge, change the compensation of Congregational staff or implement other major personnel-related changes in consultation with the Board.

Governance models, including the role and authority of the Minister, vary greatly from congregation to congregation. In adopting language for this section of the Agreement, Congregational leaders need to be clear about the role of the Minister in Congregational Governance. Consider how consistency, clarity, and accountability for staff supervision and support – as well as alignment of mission and goals across programmatic areas – occur. UUA Congregational Life Staff, including your Transitions Coach, and your Interim/Developmental Minister are available to help your leadership team review your current governance structure, consider other governance models, and help you to settle upon the appropriate management role for your next called Minister.

It is important to be clear about the Minister's gifts and limitations. Some ministers will be great CEOs and some may rather hire/assign someone else as lead executive. Clarity of role and expectations will help things run smoothly.

**2.5.2 Relationship to Other Staff:** The Minister, in collaboration with congregational leaders, has primary responsibility for overseeing the implementation of the vision and mission of the Congregation.

- The Minister, as staff lead, will foster a collaborative environment among staff.
- The Minister will take care that staff roles and relationships are reviewed, discussed, and re-negotiated with clarity, respect, and honesty.
- The Minister will enter into a covenant with the other professionals [see box below] on staff to delineate the roles and responsibilities of each as well as the means to resolve any disagreements.
- If there are other Ministers serving the Congregation, the Senior/Lead Minister will serve as lead of the ministerial team. Other Ministers will report to the Senior/Lead Minister.

The definition of "professional" staff varies across congregations. It often refers to lead program and administrative staff and should include any staff who are active members in their respective professional organization.

The relationship between/among ministers is governed in part by the UUMA Guidelines and in part by their individual relationships with the Congregation. Which ministers are called and which are hired, and what is the meaning of a ministerial call in this congregation? Is the ministry a co-equal team or is there a senior minister? If there are multiple called ministers, some argue that having the ministerial team reporting to the Senior/Lead Minister ensures accountability just as having non-clergy staff reporting to the Senior/Lead Minister. Others would say that all called ministers should be in direct relationship with the Board. Reach out to the UUA Congregational Life staff and the UUA Transitions Director for guidance.

### 3. COMPENSATION, BENEFITS, AND PROFESSIONAL EXPENSES

#### 3.1 Salary and the Allocations to Housing Allowance

**3.1.1 Salary and Housing Allowance:** The Congregation will provide to the Minister an annual starting salary, including housing allowance, of \$\_\_\_\_\_. Salary and Housing shall be payable [monthly on or before (date), or semi-monthly beginning on (date)].

Several special tax provisions apply to ministers. See the following articles for an explanation of the Housing Allowance:

- Ministerial Compensation 101: <https://www.uua.org/leadership/library/ministerial-compensation>
- Housing Allowance: <https://www.uua.org/leadership/library/housing-allowance>.

**Select 3.1.1.a or 3.1.1.b, below.**

**3.1.1.a Housing Allowance:** Consistent with federal law, the Board will annually designate a portion of salary as a Housing Allowance once the Minister has ascertained the expected cost of housing. *OR*

**3.1.1.b Parsonage:** The Minister will have free use of the parsonage at [address]. The fair rental value of the Parsonage is estimated at \$\_\_\_\_\_ and may be adjusted annually by the Board as appropriate. All reasonable and necessary maintenance and repairs will be performed promptly at the Congregation's expense. In addition, the Congregation will provide a Parsonage Allowance of \$\_\_\_\_\_ to be used by the Minister for utilities, cable, phone and internet, lawn care, snow removal, and other incidental expenses associated with the Parsonage. This amount will be reviewed annually and adjusted as determined by the Board.

**3.2 Employee Benefits and Professional Expenses:** Consistent with UUA Compensation Standards, the Congregation agrees to provide employee benefits as follows:



UUA Compensation Standards include these Benefit Recommendations:

<https://www.uua.org/leadership/library/benefit-recommendations>.

**3.2.1 Payment-in-Lieu of Social Security/Medicare Tax:** The Congregation will make a [per paycheck/monthly/quarterly] payment-in-lieu of the employer's FICA payment. This payment to the Minister is currently 7.65 percent of salary and housing up to the Social Security tax cap and 1.45% of the excess.

Several special tax provisions apply to ministers. Refer to Ministerial Compensation 101 for an explanation of the payment in lieu of FICA (or Self-Employment Tax Offset):

<https://www.uua.org/leadership/library/ministerial-compensation>.

The salary cap for the Social Security portion of FICA (6.2%) is \$142,800 in 2021. The Medicare portion is 1.45% on compensation up to \$200,000 for single taxpayers (\$250,000 for married filing jointly) and 2.34% above that threshold. Congregations CANNOT pay FICA directly for the minister to the IRS. The in-lieu payment is paid directly to the minister, who pays quarterly self-employment taxes.

**3.2.2 Retirement Contribution:** The Congregation will make contributions to a qualified church retirement plan. All eligibility and participation requirements will be adhered to, as determined by the Plan Sponsor and pursuant to the applicable plan documents and federal law. Contributions will be submitted by the applicable federally-regulated due date for each contribution type.

The recommended employer contribution for staff meeting eligibility requirements is **10% of salary** (and housing for ministers). UUA Compensation Standards can be found at:

<https://www.uua.org/leadership/library/uua-compensation-standards>. While 10% is the UUA recommendation, the congregation is *required* to contribute in accordance with any commitments they have made to their Plan Sponsor (UUA or other). See 3.2.2.1.

**3.2.2.1 For congregations in the UU Organizations Retirement Plan:** Consistent with the legal commitments outlined in our congregation's Employer Participation Agreement on file with the UUA Office of Church Staff Finances, the Congregation will make a \_\_\_\_\_% Employer Contribution. [And, if applicable, a \_\_\_\_\_% matching contribution and/or \_\_\_\_\_% auto-enroll.] The Congregation will define compensation in accordance with the exclusions we have designated in item 4 of that Agreement. If at any time an inconsistency is found between this Agreement and the congregation's Employer Participation Agreement, the staff or lay leader responsible for Retirement Plan administration will immediately contact the UUA Retirement Plan Director, [RetirementPlan@uua.org](mailto:RetirementPlan@uua.org), for assistance in coming to a resolution. Along with all other employees, the Minister can authorize elective contributions through salary deferral at any time.

The UU Organizations Retirement Plan is an IRS-qualified 401(a)/(k) defined contribution church plan and is federally regulated. All employees who satisfy the Plan's Year of Eligibility Service provision (See 2.42 in the UUA Plan document) must be enrolled in the UUA Retirement Plan and all must receive the same percentage employer retirement contribution, as specified in the congregation's Employer Participation Agreement. Ministers meet the Year of Eligibility Service provision through completion of the UUA's ministerial credentialing process.

Information about Elective and Employers' Contributions, including rules for matching contributions, can be found at: <https://www.uua.org/finance/compensation/retirement/contributions>.

For congregations who have chosen auto-enrollment for their staff, see <https://www.uua.org/finance/compensation/retirement/auto-enrollment>.

**3.2.3 Insurance premiums:** The Congregation will enroll the minister on a timely basis and pay insurance premiums as follows:

*[3.2.3.1 edited March 2022 to reference Medicare]*

**3.2.3.1 Comprehensive Health Insurance:** Payment of 80 percent or more of the premium for comprehensive employer-provided health insurance with benefits comparable to the UUA PPO/Standard PPO Plan for the Minister and 50 percent of the additional cost of covering any dependents (spouse/partner and/or children). For employees on Medicare who are enrolled in Medicare Part A and Part B and elect the UUA's Medicare Supplement, the Congregation will pay 80% of the employee's premium for the Supplement and 50% of the additional cost of coverage for any enrolled dependents.

Information about the UUA Health Plan can be found at:  
<https://www.uua.org/finance/compensation/health>.

We strongly discourage congregations from providing additional salary to employees who do not need health insurance through the congregation. However, it is possible to reimburse employees on a tax-free basis for *the differential cost* of participating in another group insurance plan, such as a spouse's plan. See <https://www.uua.org/leadership/library/insurance-taxes>, Tax-Free Reimbursement of Other Insurance section. Such a reimbursement should be offered through a policy that applies to all staff.

See Medicare reimbursement rules at:  
[https://www.uua.org/files/pdf/a/aca\\_8th\\_update\\_revised\\_2\\_nov\\_15.pdf](https://www.uua.org/files/pdf/a/aca_8th_update_revised_2_nov_15.pdf).

*Note: It is **illegal** to reimburse employees for premiums paid for an individual health insurance plan.*

**3.2.3.2 Dental Insurance:** Payment of 80 percent or more of the insurance premium for dental insurance provided through the UUA, or its equivalent, and 50 percent of the additional cost of covering any dependents (spouse/partner and/or children).

Information about the Dental Plan offered through Guardian by the UUA can be found at:  
<https://www.uua.org/finance/compensation/group/dental>.

**3.2.3.3 Long-Term Disability Insurance:** Payment of 100 percent of the premium for the long-term disability insurance provided by the UUA, or its equivalent. The premium amount will be imputed as taxable income on the Minister's W-2.

Information about the Long-Term Disability (LTD) Plan offered through Guardian by the UUA can be found at: <https://www.uua.org/finance/compensation/group/ltd>. Note that the UUA Long-Term Disability Plan must be offered along with Life Insurance.

Imputing (adding) the premiums on an employee's W-2 ensures that any future benefit paid (as the result of a claim) is not taxed. While not legally required, this practice is strongly recommended for all employees enrolled in LTD.

**Important!** If the minister is moving from a congregation with a different disability carrier from your congregation, be aware that pre-existing conditions may not be covered for a period of time after a change in carriers.

**3.2.3.4 Group Term Life Insurance:** Employer payment of 100 percent of premium for group life insurance provided by the UUA, or its equivalent. As required by law, the appropriate amount will be imputed as taxable income on the Minister's W-2.

Information about Life Insurance offered through Guardian by the UUA can be found at: <https://www.uua.org/finance/compensation/group/life>. For premiums and important taxation information, see: <https://www.uua.org/finance/compensation/group/life/premium-tax-info>. Note that the UUA Life Insurance must be offered along with Long-Term Disability.

**3.2.3.5 State Required Employee Insurance:** The Congregation will review and comply with its obligations to participate in other insurance programs required by state law including Workers Compensation.

Laws governing church participation in programs such as Unemployment Insurance and Short-term Disability vary from state to state. In most states, religious organizations are excluded from the state Unemployment Insurance program. Be sure to learn about the laws of your state.

**3.2.4 Professional and out-of-pocket expenses:** The Congregation will provide the greater of 10 percent of Salary and Housing or \$8,000 for professional expenses through an Accountable Expense Reimbursement Account developed jointly by the Minister, President, and Treasurer. Eligible expenses related to the Minister's ministry will be reimbursed from that account promptly upon submission of a timely reimbursement request.

- Appropriate documentation is needed for expenses exceeding \$\_\_\_\_\_ (must be no more than \$75).
- The Congregation will reimburse such expenses at the maximum rate allowed by the tax laws.
- Equipment purchased with these funds will be the property of the Congregation, although such items may be subsequently purchased by the Minister from the Congregation at the item's depreciated value or the depreciated value may be imputed as income on the minister's paycheck.
- The Congregation and Minister understand that IRS rules for Accountable Reimbursement Plans prohibit unused professional expenses from being shifted to salary.

Eligible expenses include, but are not limited to, ministry-related travel, automobile mileage, lodging, meals, incidentals, conference registration, UUMA and other professional dues, continuing education, clergy robes, books, periodicals, dues, and office equipment such as phones, computers, and printers.

IRS regulations specify that receipts must be provided for expenses over \$75. The congregation can choose a lower limit. We recommend setting a uniform reimbursement policy for all staff.

For more on professional expenses, see <https://www.uua.org/leadership/library/money-matters/professional-expense>.

**3.3 Annual Review of Compensation:** The Board will review the Minister's salary, housing, and benefits annually, in consultation with any appropriate committee(s), taking into consideration such factors as merit, cost of living changes, benefit cost increases, UUA recommendations across the staff team, and the financial means of the Congregation. Such recommendations will be considered as a part of the normal budgeting process. An increase in the amount of compensation will not alter the other terms of this agreement.

We urge congregations to have a unified compensation review process for all staff positions, as opposed to a separate process for determining ministerial compensation.

**3.4 Intellectual Property:** All notes, research, sermons, audio and video recordings, and other products of the Minister's work will be the sole property of the Minister. During the time of this ministry, the Minister grants to the Congregation a royalty-free, non-exclusive use of sermons and other public pieces created for the ministry.

The purpose of this clause is to supersede the legal default, which is that things created in the course of one's employment are the property of the employer. When the minister departs, the Congregation can ask for permission from the Minister to continue to use products of their work.

**3.5 Relocation/Moving Expenses:** The congregation will reimburse up to a maximum of \$15,000 in reasonable expenses associated with relocating the minister to the Congregation. All reimbursements and/or payments of moving expenses will be fully taxable under federal law and may be taxable under applicable state law.

Federal tax law dictates that any direct payment for, or reimbursement of, employee moving expenses between 2018 and 2025 is taxable income and must be reported on the minister's W-2. The minister must pay both income and self-employment taxes (15.3%) on this amount. To mitigate the tax burden, congregations are encouraged to "gross up" the moving expense by roughly 35% to cover this additional tax burden. (The gross-up amount is also taxable.)

## 4.0 WORK WEEKS AND LEAVE PROVISIONS

**4.1 Work Week:** The Minister is an exempt full-time professional and ministry is understood as a calling.

- The Minister and the Board will discuss the broad parameters of the Minister's schedule, understanding that the work of ministry is time-intensive and subject to unforeseen events.
- The minister is responsible for monitoring their time to ensure an appropriate balance of work and time off.
- It is expected that the Minister will have, at a minimum, one day per week free of all Congregational responsibilities and one additional day devoted to study and writing wherein the Minister will be available only for emergencies.

In their multi-faceted roles, priorities are constantly shifting. Ministers often work evenings and spend time in ways less tangible such as addressing congregational problems. Pastoral and congregational crises can occur at any time including days off. Sufficient down-time is essential to maintaining personal health and professional sustainability. Ministers' work preferences vary widely. It is important for the Board and Minister to discuss work time expectations.

**4.2 Availability for Appointments:** The Minister will be available for appointments and will inform the Congregation of the way to schedule them.

**4.3 Study Leave:** In recognition that Ministers need extended time away from the stresses and demands of daily congregational life to deepen their calling and develop their skills, the Minister will have four weeks (or the equivalent number of working days) of study leave per year. The Minister is working during Study Leave. Should a Congregational emergency arise requiring the Minister's return from study leave, all reasonable costs of such return will be borne by the Congregation. Study leave is not paid out upon termination.

Study leave may include, but is not limited to, spiritual retreat, spiritual practices, continuing education, attending conferences and trainings, work-related reading and planning, study groups, writing, pilgrimage, or teaching/preaching at locations away from the minister's primary congregation. Attendance at General Assembly, regional UUA gatherings, UUMA Chapter Meetings and Ministry Days are not part of study leave as they are considered associational responsibilities. Seven consecutive days of leave, inclusive of the minister's regular day(s) off, constitute one full week of study leave. Ministers often choose to take study leave in increments of less than a full week. The four weeks can be broken out into an equivalent number of working days, e.g., 20 days for a 5-day workweek.

**4.4 Vacation:** The Minister will be relieved of all responsibilities for a total of four weeks (or the equivalent number of working days) per year. Earned, unused vacation time is paid out upon termination.

- Unused vacation can be carried over to the following year, but total vacation will be capped at 6 weeks in any given program year.
- Should a Congregational emergency arise requiring the Minister's return, all reasonable costs of such return will be borne by the Congregation.
- Increases to the amount of vacation time will be considered by the Board every five years.

Seven consecutive days off, inclusive of the minister's regular day(s) off, constitute one full week of vacation. Ministers often choose to take vacation in increments of less than a full week. The four weeks can be broken out into an equivalent number of working days, e.g., 20 days for a 5-day workweek.

Congregational personnel policies should stipulate when and how vacation time is earned.

**4.5 Holidays:** The Minister is entitled to Holidays (days off with pay) consistent with the personnel Policies of the Congregation. If the Minister is expected to work on a congregationally designated holiday or a holiday falls on the Minister's regularly scheduled day off, another day should be taken off within two weeks of the holiday.

Congregations are encouraged to develop policies which are respectful of cultural holidays that may be observed by their staff.

**4.6 Sick Leave:** The Minister will be credited with 10 sick days per calendar or fiscal year, on a prorated basis at the beginning of an initial partial year. Up to 10 days of accrued sick leave may be carried forward each year, but the balance may not exceed 20 days. Sick leave may be used for the Minister's illness or for the illness of a family member. Sick leave is not paid out upon termination.

Some states and localities have laws requiring sick leave time. Congregations should consult with their labor attorneys regarding particulars that may apply.

**4.7 Extended Medical Leave:** Should the Minister suffer an illness, injury, or disabling condition that continues after all accrued sick, vacation, and study leave has been exhausted, the Congregation will place the Minister on "Extended Medical Leave." Extended Medical Leave will not extend beyond the earlier of the commencement of long-term disability benefit or 90 days following the exhaustion of all sick, vacation, and study leave.

- During Extended Medical Leave, vacation, sick, and study leave do not accrue.
- The Congregation will continue to make contributions toward all employee benefits (health, dental, life, long term disability, retirement, and payment-in-lieu-of-FICA) as otherwise provided by this Agreement.
- The congregation will provide 75 percent or more 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

will retroactively pay the Minister the difference between 100 percent of salary and housing, payment-in-lieu-of-FICA, and retirement contribution and the amount already paid.

For help finding coverage during your minister's Extended Medical Leave, contact your regional staff and/or the Transitions Office.

See Section 5 for termination provisions.

**4.8 Parental Leave:** The Minister may take 12 weeks of paid parental leave after the birth or adoption of a child. In recognition of individual family needs, the Minister may take some or all of the parental leave prior to the birth/adoption of the child, following the birth/adoption of the child, or partially over an extended period of time during the year following the birth/adoption of the child. The Minister will be expected to communicate the dates of leave to the Board as far in advance as practical.

**4.9 Leave for a Family Member:** The Minister may take up to 12 weeks of unpaid leave when needed to care for a family member (child, spouse/partner, parent, in-law, or other close family member) with a serious health condition. The Minister must use any accrued sick, study, and/or vacation time first. Once accrued paid time off is exhausted, the remaining leave will be unpaid. During periods of unpaid leave, the Congregation will continue to pay all insurance premiums; the minister will pay back their usual share of the premiums by check or payroll deduction within one month of their return. (There are no Retirement Plan contributions when there is no salary paid.)

**4.10 Bereavement Leave:** Upon the death of an immediate family member (spouse/partner, child, sibling, parent, or in-law), the Minister may take up to 10 days of paid leave. For the death of a family member outside the immediate family, the Minister may take up to 5 days of paid leave.

**4.11 Sabbatical Leave:** The Minister may use sabbatical leave for study, education, writing, meditation, and other forms of professional, religious, spiritual, or personal 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 a proposed sabbatical of more than three months should be submitted to the Board for approval at least 12 months in advance. For sabbaticals of three months or less, dates should be submitted at least 4 months in advance.
- Study Leave and Vacation still accrue during a sabbatical year but should be taken at another time during the year unless authorized by the Board.
- The Congregation will continue full salary, housing allowance, and benefits during sabbatical leave. Professional expenses, if used for sabbatical travel, are subject to IRS Regulations.
- Unused sabbatical leave is not compensable upon departure.
- The Minister agrees not to resign from service to the Congregation for a minimum of one year following the end of each sabbatical leave.
- The Congregation agrees to take no action on ministerial tenure during a sabbatical leave except for extreme and unexpected circumstances and only after consultation with the UUA Transitions Director.

IRS regulations pertaining to sabbatical travel are complex. Contact the Office of Church Staff Finances or consult a tax attorney.

Each fiscal year, the Congregation should consider budgeting funds for use in funding the Congregation's additional expenses during the Minister's sabbatical. This sabbatical fund would be the property of the Congregation.

## 5. EMPLOYMENT TERM AND TERMINATION

UUA Congregational Life Staff should be consulted early in the process when leave or transition due to conflict, illness, or any other reason may be possible.

**Section 5.2 Resignation; Section 5.3 Termination Due to Death and Disability; and Section 5.5 Termination:** In determining the duration of benefits, Congregations are advised to consult with the UUA Office of Church Staff Finances since the rules of the various benefit plans (retirement, health, dental, life, and long-term disability) may limit or restrict the Congregation's ability to extend the benefit after termination of employment.

**5.1 Term:** The term of this agreement is indefinite unless terminated as provided below or by other mutual agreement.

**5.2 Termination by Resignation or Retirement:** The Minister may terminate voluntarily by providing ninety (90) days' notice in writing to the Chair of the Board; such termination will become effective at the end of the ninety (90) day period or any mutually agreed upon longer period. The Minister will continue to perform all duties and to provide for an effective transfer of duties during that time. At its option and discretion, the Board may reduce or eliminate the ninety (90) day notice period and provide pay in lieu of notice for duration of time period for which the notice is shortened or eliminated.

The rules of UUA benefit plans limit the Congregation's ability to extend benefits after termination. Contact the UUA Office of Church Staff Finances for guidance.

### 5.3 Termination Due to Death or Disability

UUA Congregational Life Staff should be consulted early in the process when leave or transition due to serious illness or disability is possible.

**5.3.1 Termination Due to Death:** Upon the Minister's death, the Minister's beneficiaries will be entitled to receive any death benefits to which Minister is entitled under any insurance plans. In the case of the UU Retirement Plan, participants are 100 percent vested, and beneficiary designations made by the participant are kept on file by the retirement plan Recordkeeper. Earned, unpaid salary and accrued vacation will be compensated in a manner consistent with state law.

**5.3.2 Termination Due to Disability:** In the event that the Minister is found eligible for long-term disability benefits and/or is absent from work or physically unable to perform duties at the conclusion of the Extended Medical Leave outlined in Section 4.7, the Congregation has the right to terminate the Minister's



employment upon written notice to the Minister. The Minister will receive any long-term disability benefits to which Minister is entitled under any insurance plans. The Congregation's payments for the Minister's benefits will cease immediately upon termination, but the Minister will receive any vested retirement benefits or insurance continuation rights provided by law, insurance contracts, or plan documents.

**5.3.3 [If the Congregation provides a Parsonage, add]: Parsonage upon Minister's Death or Termination Due to Disability.** In the event of the Minister's death, the parsonage will be available for continued use by the Minister's family for at least three months on the same financial terms as to the Minister. In case of a termination due to disability, as defined above in 5.3.2, the Minister may remain in the parsonage for three months following notice of termination.

**5.4 Administrative Leave/Suspension:** The Board may place a Minister on administrative leave, with pay at its discretion, to allow for an investigation of any complaints or concerns.

UUA Congregational Life Staff should be consulted early in the process when leave or transition due to conflict or misconduct is possible.

**5.4.1** If the personal or ethical behavior of the Minister results in the Minister being suspended from fellowship by the Ministerial Fellowship Committee, or charges filed by a law enforcement agency, then the Board may suspend the Minister from duties, with or without compensation, until the matter is resolved. If the suspension is without compensation, the Minister may use earned vacation. If the matter is resolved and the Minister is returned to service, then all leave time will be returned to the Minister, and the Minister will be fully compensated for any unpaid time.

## **5.5 Termination by the Congregation**

**5.5.1 Negotiated Resignation:** The Board may negotiate the Minister's resignation. In exchange for a General Release of All Claims signed by the Minister, the Congregation will pay the financial equivalent of the Minister's unused vacation and continue the Minister's salary, housing, and the Congregation's contributions toward the Minister's insurance benefits, excluding professional expenses, for an additional one month per year of service up to ten (10), which is a period defined as administrative leave, or until the Minister has begun service in another comparable position, if sooner. The continuation of benefits is subject to the provisions of the various benefit plans.

UUA Congregational Life Staff should be consulted early in the process when leave or transition due to conflict or misconduct is possible.

A General Release of All Claims means that the Minister surrenders their right to sue or to recover any additional amount from the Congregation. Local legal counsel is advised.

Benefits, including Retirement Plan contributions, can continue during an administrative leave. Retirement Plan contributions are *not* permissible on severance pay. Contact the Office of Church Staff Finances regarding benefits continuation options.

**5.5.2 Dismissal by Congregational Meeting:** In the absence of a specific provision in the Congregation's bylaws, a duly authorized Congregational meeting may be called to consider a motion to dismiss the Minister. In order to pass any resolution regarding the dismissal of the Minister, a majority of members present and eligible to vote at a valid Congregational meeting must vote in favor of the dismissal. If dismissed by vote of the Congregation, the Minister will receive a financial settlement equal to three (3) months' salary, housing allowance and/or parsonage use, and benefits (excluding Professional Expenses) in exchange for a General Release of All Claims executed by the Minister. In addition, the minister will receive the financial equivalent of their unused vacation..

**5.5.3 Dismissal with Reason:** The Minister may be dismissed by the board with less than ninety (90) days' notice and without the severance payments described in this Agreement, if the Minister:

**5.5.3.1** is convicted of a felony unless arising from civil disobedience;

**5.5.3.2** has their ministerial fellowship with the UUA terminated or suspended;

**5.5.3.3** is found by the Board of the Congregation to have engaged in one or more physically or sexually abusive acts toward any person.

**5.5.3.4** is determined by the Board to have seriously neglected the ministerial responsibilities under this Agreement, improperly used Congregational funds for personal gain, and/or to have engaged in activities that egregiously violate the UUMA guidelines. Appropriate UUA regional and/or headquarters staff will be consulted before dismissing a minister under the terms of this clause.

**5.6 Non-Disclosure/Confidentiality Clause:** No non-disclosure and/or confidentiality clause will be included in any negotiated agreement. The Congregation and the Minister agree that the circumstances leading up to a termination need to be understood during the subsequent period of interim ministry and discussed with prospective ministerial candidates.

When a difficult departure happens, it is best if all parties are allowed to share their experience. Either the congregation or the minister (or both) may feel they have been wronged in some way. For someone to be kept from speaking their truth is ultimately more harmful than helpful, and telling one's story can be part of the healing (on both sides). Regional staff and the Transitions Office want to get the best picture possible of how things went off track. UUMA Good Officers can support their colleague's well-being during a contentious departure by listening, witnessing, and offering perspective.

UUMA Guidelines outline appropriate behavior for a departing minister with respect to their communications with congregants. The lack of a confidentiality clause doesn't give the minister blanket permission to share their "side" with the congregation.

From UUMA Guidelines section IV.A.4, regarding future searches following a departure: "Ministers in search should be candid in presenting themselves, past problems and achievements, and the reasons for wanting to serve a new congregation. They should expect the congregation to be equally forthright in its presentation to candidates and potential candidates. Truthfulness is particularly important in the following matters: resources, number of members, financial position and activities, past problems and achievements. The congregation should be completely candid with reference to the previous minister's departure. The candidate should be equally candid."

**5.7 No Payment toward Benefits after Termination:** Following the Minister's employment termination under Section 5.5, the Minister shall not be entitled to any further pay or contributions toward any insurance or retirement benefits or accrual of earned time except in exchange for a general release of all claims or as required by law.

## **6. DISPUTE RESOLUTION**

**6.1 Mediation:** The Minister and the Congregation will seek to resolve any disputes concerning the interpretation or performance of this Agreement or its validity or termination in keeping with UUA Principles and values. In addition, either party may seek mediation over disputes related to job performance or identity-based discrimination. Either or both parties to this Agreement may request the assistance of the UUA Congregational Life Staff, a UUMA Good Officer, the UUA Office of Church Staff Finances, or a similar resource.

**6.2 Arbitration:** If an effort to mediate or otherwise resolve a dispute related to this employment agreement or to the employment relationship has been unsuccessful, then one or both parties may seek to solely and finally resolve the dispute by arbitration. Such arbitration shall be the exclusive remedy and will be before a tribunal consisting of one Unitarian Universalist Minister appointed by the Minister, one Unitarian Universalist Minister appointed by the Congregation's Board, and a third individual appointed by the first two arbitrators. The tribunal will operate under procedural rules developed by the Unitarian Universalist Association's Ministries and Faith Development staff group. The cost of the arbitration will be split by the Minister and the Congregation.

The Arbitration provision has rarely been invoked, but remains an important path towards resolving an ongoing contentious issue. It offers resolution without either party turning to the civil courts. The process developed by the UUA is fair, consists of fact-finding, and results in binding resolution of the issue.

**7. AMENDMENT AND CHOICE OF LAW**

**7.1 Amendments:** The terms of this Agreement may be changed by mutual consent of the Minister and the Board, except the termination provision requiring the approval of a majority of the Congregation unless otherwise provided for in the Congregational Bylaws. As stated in item 3.3, an increase in the level of compensation will not alter the other terms of this Agreement. All changes must be in writing.

**7.2 Severability:** In the event any portion of this agreement is found to be unenforceable, invalid, or illegal, it can be severed, and the other provisions will remain in full force and effect.

**7.3 Review:** This Agreement will be reviewed at least every three years by the Board and the Minister.

A periodic review of this agreement is important to keep the terms fresh and responsive to evolving priorities of both the Board, acting on behalf of the Congregation, and the Minister. A subset of the Board, together with any Committee on Ministry, should initiate a conversation with the Minister no less than 90 days before the third anniversary date of this agreement. In doing so, a review of any changes to the UUA/UUMA Joint Agreement should be considered during the agreement review process.

**7.4 Choice of Law:** This Agreement is subject to the laws of the State/Commonwealth of \_\_\_\_\_ and the bylaws and/or Constitution of the Congregation. It has been drawn, offered, and accepted in the spirit of the Principles and Purposes of the Unitarian Universalist Association.

**7.5 Copy:** A signed copy of this agreement will be emailed to [Transitions@uua.org](mailto:Transitions@uua.org).

**Agreed to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

For the Congregation: \_\_\_\_\_, President

Date: \_\_\_\_\_

\_\_\_\_\_, Minister

Date: \_\_\_\_\_

cc: Regional Lead, Congregational Life Staff, UUA  
Ministerial Transitions Director, UUA