

June 2018

UUA/UUMA RECOMMENDED MINISTERIAL AGREEMENT (Draft)

INTRODUCTION: This Ministerial Agreement is provided by the Unitarian Universalist Association, together with the Unitarian Universalist Ministers Association, as a model to assist Congregations in drafting their own ministerial employment agreements. This sample agreement is not intended to be legal advice. Congregations 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 intended for ministries beginning July 2019.



This Agreement is for Congregations calling a Solo or Senior Minister. In the coming months, agreements will be issued tailored to part-time ministries, interim ministries, co-ministries, and ministers serving in other than a senior position. This document has been drafted in consultation with UUA legal counsel, UUA staff including Congregational Life, Transitions, Human Resources, and Church Staff Finances, and various other reviewers.

The UUA Office of Church Staff Finances welcomes suggestions for improving this draft document. Please direct specific comments/recommendations to Charissa Benak, UUA Church Staff Finances Administrator, at CBenak@uua.org by September 15, 2018. A final version of this agreement will be available in October 2018. For more information:

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Ministerial Agreement

THE UNITARIAN UNIVERSALIST CONGREGATION OF CITY/STATE (“*The Congregation*”) AND THE REVEREND NAME (“*The Minister*”) JOINTLY ENTER INTO THIS AGREEMENT

1. GOALS, RESPONSIBILITIES, AND RELATIONSHIPS

1.1 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 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 on both sides in open communication, mutual trust, good faith, and an open and agreed upon process. In most situations, the Congregation will act through its Governing Board (referred to as the “Board”).

1.2. Shared Leadership

1.2.1. The Minister and the Congregation share responsibility for the leadership and ministry of the Congregation. This relationship is one of discovery, of each other, in a context of mutuality. The relationship of the Minister and the Congregation will be in accordance with the Guidelines for the Conduct of Ministry of the Unitarian Universalist Ministers Association (see <https://uuma.site-ym.com/?guidelines>).

1.2.2. Consistent with our shared values and Principles of Unitarian Universalism, the Congregation looks to its Minister to provide spiritual leadership and initiative, assistance in setting and articulating its vision, leadership and supervision of the staff team, professional and inspired performance, oversight of the Congregation’s programs, and administration of its business operations in collaboration with the Board and Congregational committees.

1.2.3. Consistent with our shared values and Principles of Unitarian Universalism, the Minister looks to the Congregation to live out its mission and vision, demonstrate effective leadership, be open to change, broaden the meaning of community, and to communicate issues or concerns that may arise in a forthright and respectful manner.

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

1.2.5. Start-Up: Within the first year of ministry, the Minister, Board, appropriate staff, and the Committee on Ministry (or its equivalent), in consultation with the UUA Congregational Life staff, and a UUMA Good Officer, if available, will engage in a start-up consultation or 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.

1.2.6. Monitoring and Nurturing the Health of the Ministry: The Board and the Minister will monitor and nurture the health of the ministries of the Congregation through regular evaluation(s). The methodology of such evaluation(s) will be collaboratively developed by the Board and the Minister and will reflect an understanding that program effectiveness hinges upon team effort. In designing evaluation methodology, the Board and Minister will also agree upon a process to periodically evaluate the Minister.

1.2.7. Anti-Racism, Anti-Oppression and Multicultural Awareness: The Congregation and the Minister affirm our mutual commitment to address the systemic prejudices and biases found within all parts of society by, among other things, working to ensure that the Minister(s), all members of the Congregation and staff are trained to understand, welcome and better serve a multiracial, multiethnic, increasingly diverse community and enhance the ability of each individual to live our values of justice, equity, and interdependence. The Board and Minister(s) are committed to an ongoing process to address the ways systems of oppression within and beyond our Congregation are perpetuated and agree to collaborate on the development of a joint process of reflection and growth to ensure progress.

1.2.8. Ongoing Dialogue: The Board and Minister recognize the different cultural, racial/ethnic, ability, gender, generational, economic, social and theological experiences and identities that exist within our congregation. While the Board and Minister acknowledge that these differences are a source of great strength, they may also be a source of or contributor to concerns, disagreements, or internal conflict. The Board, the Minister, and the Committee on Ministry commit to open, truthful and ongoing communication about the ways in which identity and power impact and shape the congregation. When issues, concerns, and conflicts arise, the Board and Minister commit to addressing the issues at hand, recognizing that conflict is an inherent part of making choices within a diverse faith community. Congregational Leaders will make space to thoughtfully consider how differences in identity, experience, or power might be a factor in any conflict. The Board and Minister will be guided by our Unitarian Universalist Principles and the accountability of community. To help create a path forward, the Board or Minister may seek an outside facilitator from the UUA or other mutually agreeable organization. .

2. RESPONSIBILITIES

2.1. Services to the Board and Leadership Groups

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

2.1.2. 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 assist it. Attendance by the Minister at committee meetings is welcome, but not routinely expected.

2.2. Pulpit and Worship Services

2.2.1. It is a basic premise of this Congregation that the pulpit is free. The Minister is expected to express personal and faith values, views, and commitments consistent with the Principles of Unitarian Universalism without fear or favor.

2.2.2. The Minister has authority over all worship services whether or not the Minister is involved in planning or leading a given service.

2.2.3. The Minister will lead or co-lead worship a minimum of 32 Sundays each year as well as major religious holidays observed by the Congregation. The Minister will be off and relieved of all responsibilities on at least one Sunday per month, in addition to Sundays while on vacation and study leave. In support of the health and growth of the Congregation and the Minister, the Board agrees to allow the Minister to be relieved of all responsibilities for up to two additional Sundays to participate in denominational activities including the UUA General Assembly, UUA regional meetings; collegial gatherings of ministers and other religious professionals including identity-based gatherings, UUA/UUMA committees, or continuing education. The Minister will be expected to use sound judgment regarding the Sundays to take for these activities and to communicate the dates in advance to the Board.

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. In doing so, the Board and Minister will look for guidance to the "UUA Guidelines for Reserve and Guard Chaplain Support" dated June, 2016 (<http://www.uua.org/sites/live-new.uua.org/files/uua-approved-reserve-guidelines-20160616.pdf>).

2.3. Other Ministerial Services

2.3.1. 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, and will refer 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.

2.3.2. The Minister may charge a fee when rites of passage, pastoral care services, and other ministerial services are provided to individuals not connected to the Congregation.

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: The Minister is Head-of-Staff and is expected to supervise the day-to-day performance of all staff members. The Minister may delegate supervision of individual staff members. The Minister is responsible for ensuring appropriate staffing practices are followed including clear 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 Roles Vary Widely from Congregation to Congregation. Please See the Endnote that provides additional information)**

2.5.2. Relationship to Other Religious Professionals on Staff: The Minister, in collaboration with Congregational leaders, has primary responsibility for the vision and mission of the Congregation. In recognition of the work done by Congregational staff, the Minister will enter into a covenant with the other religious professionals on staff. Such covenant will delineate the roles and responsibilities of each as well as the means to resolve disagreements should they occur. The Minister, as staff lead, will foster a collaborative environment among staff and will take care that changing roles and relations of the shared professional leadership are reviewed, discussed and re-negotiated with clarity, respect, and honesty in the spirit of the UUMA Guidelines. [Note: The following language is applicable 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.

3. COMPENSATION, BENEFITS, AND PROFESSIONAL EXPENSES

3.1. Salary and the Allocations to Housing Allowance

3.1.1. The Congregation will provide to the Minister a starting salary, including housing, of \$ _____ (per week or per month) which on an annual basis is \$ _____. Salary and Housing shall be payable [monthly on or before (date), or semi-monthly beginning on (date).]

[Note: Select one of the following subsections depending upon whether the Congregation provides a parsonage to the Minister].

3.1.2.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

3.1.2.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 for increased costs.

3.2. Employee Benefits and Professional Expenses: Consistent with the UUA Compensation Guidelines (see www.uua.org/compensation), the Congregation agrees to provide an array of employee benefits including retirement, health, dental, life, and long-term disability insurance as follows:

3.2.1. Payment-in-Lieu of Social Security/Medicare Tax: The Congregation will make a 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.

3.2.2. Retirement Contribution: The Congregation will make contributions to the UU Organizations Retirement Plan (or another qualified church retirement plan). If the UUA Retirement Plan, the amount of the Employer's Contribution and any Employer's Matching Contributions will be consistent with the commitments adopted by the Congregation and submitted in the Congregation's Participation Agreement to the UUA Office of Church Staff Finances. These commitments apply to all employees who have met the governing Plan's Year of Eligibility Service provision. All contributions will be submitted by the applicable federally-regulated due date for each contribution type. All eligibility and participation requirements, benefits and other conditions will be determined by the Plan Sponsor pursuant to the applicable plan document and federal law.

3.2.3. Insurance premiums: The Congregation will pay insurance premiums as follows:

3.2.3.1. Comprehensive Health Insurance: Payment of 80 percent or more of the premium for comprehensive health insurance with benefits comparable to the UUA PPO/Standard PPO Plan for the Minister and 50 percent of the incremental cost of providing coverage for the minister's spouse/partner and dependents.

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 incremental cost of providing dental insurance for the Minister's spouse/partner and dependents.

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 W2.

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. The required portion of the premium paid on behalf of the Minister will be imputed as taxable income on the Minister's W-2 as required by law.

3.2.3.5. State Required Employee Insurance: The Congregation will review its obligation to participate in other insurance programs required by state law including: Workers Compensation, Unemployment Insurance, and Short-term Disability. In doing so, the Congregation will comply with its legal obligations.

3.2.4. Professional and out-of-pocket expenses: The Congregation will establish an Accountable Expense Reimbursement Account. In each budget year, the amount provided will be the greater of 10 percent of Salary and Housing or \$5,000. Reasonable expenses related to the Minister's ministry will be reimbursed from that account promptly upon submission of a timely reimbursement request with appropriate documentation. Reimbursable expenses include, but are not limited to, 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. It will be the practice of the Congregation to 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.

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), 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. This review will also take into consideration how the Minister's and other staff compensation compares to the UUA Compensation Guidelines. The Congregation will consider such recommendations as a part of the normal budgeting process, and will act upon the recommendations at the annual Congregational meeting held to consider the budget.

3.4. Intellectual Property: All notes, research, sermons, and other products of the Minister's work will be the sole property of the Minister. The Minister grants to the Congregation in perpetuity a royalty-free, non-exclusive use of sermons developed during the time of this ministry.

3.5. Relocation/Moving Expenses: The Congregation will reimburse reasonable relocation expenses up to a maximum of \$15,000. Reasonable expenses for the Minister and immediate family include the services of a professional moving company (or truck rental, packing supplies, and movers, if handled by the Minister and family), automobile mileage, transportation,

temporary housing costs, and costs of moving household goods and personal effects to and from storage. An estimate of the cost of the move will be presented to the Congregation's Treasurer in advance for approval. If excess relocation funds are available, the Congregation may reimburse the Minister for other relocation expenses including pre-move house hunting, temporary housing, meals consumed in transit or while living in temporary housing, storage of household goods and personal effects, and related relocation expenses. All reimbursements/payments of relocation/moving expenses will be fully taxable under federal law and may be taxable under applicable state law. (See the Endnote: The 2017 Tax legislation makes employer reimbursement/payment of moving expenses fully taxable).

3.6. UUA Training: In addition to other employee-related expenses specified by this agreement, the Congregation will pay up to \$1,500 toward the cost of the Minister's participation in the first year Ministers' seminar sponsored by the UUA.

4.0. WORK WEEKS AND LEAVE PROVISIONS

4.1. Office Hours: The Minister will inform the Congregation of times when appointments may be scheduled.

4.2. Work Week: The Minister will be given 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. (See Endnote pertaining to days off).

4.3. Vacation and Study Leave: In recognition that the Minister works, on average, six days each week, the Minister will be relieved of all responsibilities for a total of eight weeks per year. Four weeks will be taken as vacation while four weeks will be considered study leave. Up to two weeks may be carried over from year to year. Should a Congregational emergency arise requiring the Minister's return from vacation or leave, all reasonable costs of such return will be borne by the Congregation. (See Endnote pertaining to days off).

4.4. Sick Leave: The Minister will 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, parents or in-laws. Sick leave will be provided as required by state law.

4.5. 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.

4.5.1. During Extended Medical Leave, vacation and study leave does not accrue. The Congregation will continue to make its contributions toward all employee benefit payments (health, dental, life, long term disability, retirement, and payment-in-lieu-of FICA) 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 will retroactively pay the Minister the difference between 100 percent of salary, housing, payment-in-lieu-of-FICA, and retirement contribution and the amount already paid. [See Section 5 for termination provisions]

4.6. Life Insurance Upon Receipt of Long Term Disability Benefits: 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 UUA Group Life Insurance contract. Unless otherwise agreed to by the Congregation and the Minister, salary, housing, and other benefits will not be paid during disability leave.

4.7. Parental Leave: In consultation with the Board, the Minister may take parental leave after the birth or adoption of a child. The Minister may take 12 weeks of paid parental leave. 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 in advance to the Board.

4.8. 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, or in-law) with a serious health condition. The Minister must use any accrued sick, study, and/or vacation time during this leave. If accrued paid time off is exhausted, then the remaining leave will be unpaid. During periods of unpaid leave, the Congregation will continue paying its required contributions toward the premiums for health, dental, life, and long term disability insurance, but not employer retirement contributions.

4.9. Bereavement Leave: Upon the death of an immediate family member (spouse/partner, child, 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.

4.10. Sabbatical Leave

4.10.1. 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 should be submitted to the Board for approval at least 12 months in advance and may not be taken in conjunction with or added to any other type of leave.

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

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

4.10.4. 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.

5. EMPLOYMENT TERM AND TERMINATION.

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, and such termination will become effective at the expiration of the ninety (90) day period or any mutually agreed upon longer period. The Minister agrees to continue to perform all duties during such notice period and to take all necessary steps to effectuate 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 the time period that the notice is shortened or eliminated.

5.3 Termination Due to Death or Disability.

5.3.1. Termination Due to Death. The Minister's employment will terminate 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. Accrued vacation and study leave will be compensated in the financial equivalent to the Minister's beneficiaries.

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 4.5, the Congregation has the right to terminate the Minister's employment upon written notice to the Minister. The Minister will be entitled to 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.

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 draw down unused vacation or study leave. 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. On behalf of the Congregation, the Board may negotiate the Minister's resignation. In exchange for a General Release of All Claims signed by the Minister, the Congregation will continue the Minister's salary, housing allowance and/or parsonage use, the financial equivalent of the Minister's unused vacation and study leave, and the Congregation's contributions toward the Minister's benefits for an additional one month per year of service up to eight (8), or until the Minister has begun service in another equivalent position, if sooner. The continuation of benefits is subject to the provisions of the various benefit plans.

5.5.2. Dismissal by Congregational Meeting. In the absence of a specific provision in the Congregation's bylaws, a Congregational meeting may be called to consider a motion to dismiss the Minister. A majority of all members of the Congregation, present and eligible to vote, will be necessary to conduct business and to pass any resolution regarding the dismissal of the Minister. If dismissed by vote of the Congregation, the Minister may receive a financial settlement equal to three (3) month's salary, housing allowance and/or parsonage use, benefits, and the financial equivalent of unused vacation and study leave in exchange for a General Release of All Claims executed by the Minister.

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

5.5.2.1. is convicted of a felony;

5.5.2.2. has their ministerial fellowship with the UUA terminated;

5.5.2.3. is found by the Board of the Congregation to have engaged in one or more physically or sexually abusive acts toward any person, including a member of the Congregation, a Congregation employee, a child, a spouse, a senior, or person with a disability.

5.5.2.4. 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 bring the Congregation and/or Unitarian Universalism into disrepute in the community.

5.6. Non-Disclosure Clause. The Board and the Minister agree that in any negotiated agreement, they will not include a non-disclosure clause. 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.

5.7. No Payment toward Benefits after Termination. Following the Minister's employment termination under Section 5.5, whether or not for Cause, 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. 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 has been unsuccessful, then either 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 Trustees, 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.

7.0. AMENDMENT AND CHOICE OF LAW

7.1. The terms of this Agreement may be changed by mutual consent of the Minister and the Board, except that increases in compensation, and changes in sabbatical and termination provisions require the approval of a majority of the Congregation unless otherwise provided for in the Congregational Bylaws. Change in the level of compensation will not alter the other terms of this Agreement. All changes must be in writing.

7.2. This Agreement will be reviewed at least every three years by the Board and the Minister.

7.3. 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.

7.4 A signed copy of this agreement will be sent to:

Transitions Office, UUA
24 Farnsworth Street
Boston, MA 02210

Agreed to this ____ day of _____, 20 ____.

For the Congregation: _____, President

Date: _____

_____, Minister

Date: _____

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

ENDNOTES:

Section 1.2.6 Monitoring the Health of the Ministry: Various tools for assessing the various ministries of the Congregation are available through the Unitarian Universalist Association and the Unitarian Universalist Ministers Association including: “Assessing our Leadership” (https://www.uua.org/sites/live-new.uua.org/files/documents/mpl/assessing_leadership.pdf); “Congregational Self-Assessment Packet” (<https://www.uua.org/sites/live-new.uua.org/files/documents/ftp/congselfassessment.pdf>); “Fulling the Call” (<https://www.uua.org/careers/ministers/becoming/incare/alignment/fulfilling-the-call>), and various other methodologies identified by the UUMA (<http://www.uuma.org/?page=assessmenttools>); and a thoughtful blog entry by the MidAmerica Congregational Life staff (<https://www.midamericauua.org/blogs/75-ian/266-tis-the-season-for-evaluation>).

Section 1.2.7. Anti-Racism, Anti-Oppression, and Multicultural Awareness: In engaging in this critically important work, the Congregation may begin by examining its own policies and practices that have hindered living our Unitarian Universalist values. Such an examination 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 to serve a diverse Congregation with emotional intelligence, cross-cultural humility, and equity. Various resources are available through the UUA including Congregational Life staff. In addition, the congregation should explore resources available in the broader community particularly communities of color or other historically marginalized groups.

Section 1.2.8. Ongoing Dialogue: Increasingly conflicts involving congregational staff, including the minister, seem 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.

Section 2.1.2. Committees: This agreement envisions the Minister consulting with the Nominating Committee. The Minister (and staff through the Minister) often know newer members better and can therefore make helpful suggestions for new leadership to the Nominating Committee. Having the Minister advise the Nominating Committee is not meant to dilute congregational authority, but to broaden collaborative leadership and trust between Congregational leaders and the Minister.

Section 2.2.3 (Sundays): For full-time ministry, Ministers generally lead or co-lead worship a minimum of 32 Sundays annually. In addition, the Minister is off one Sunday each month (September through June) for a total of 10 Sundays and 8 Sundays during vacation or study leave. The Minister may also attend UUA/professional-related events on up to 2 working Sundays annually.

Section 2.3.4 National Guard/Reserve Service: An increasing number of UU Ministers are serving as Chaplains in the National Guard or Reserves. Those serving 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 more information, see the “Guidelines for Reserve and Guard Chaplain Support” at: <https://www.uua.org/sites/live-new.uua.org/files/uua-approved-reserve-guidelines-20160616.pdf>

Section 2.5.1. Minister’s Role: Governance models, including the role of the Minister, vary from congregation to congregation. The language of this agreement envisions the Minister serving as Head-of-Staff in order to provide consistency, clarity, and accountability for staff support and supervision, as well as alignment of mission and goals across programmatic areas. This is not the only model, however. Congregations that have adopted policy-based governance often designate an Executive Team. UUA Congregational Life Staff, including your Transitions Coach, are available to help your leadership team to review various governance models and help you to settle upon the appropriate management role for your next settled Minister.

Section 3.2.2. Retirement Contribution: The UU Organizations Retirement Plan is a qualified 401(a)/(k) defined contribution 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 must receive the same percentage employer retirement contribution. Congregations that have elected to also offer employer’s Matching Contributions provide them only to those employees who a) are eligible for employer’s Retirement contributions and b) make their own voluntary pre-tax salary-reduction elective contributions. The Congregation cannot offer to the Minister a higher percent employer contribution than they do to other staff members. In agreeing to participate in the UUA Retirement Plan, Congregations agree to abide the rules of the Plan and, if necessary, to update the personnel policies of the Congregation to match those governing the UUA Plan. The UUA Retirement Plan requires a minimum employer contribution of 5 percent to all eligible employees, while the UUA Fair Compensation Guidelines urge Congregations to make an employer contribution of 10 percent or more. UUA Fair Compensation Guidelines can be found at: www.uua.org/compensation.

Section 3.5. Relocation/Moving Expenses: The Federal Tax bill signed into law at the end of 2017 changes from tax-free to taxable income any employer payment/reimbursement of moving expenses in 2018 through 2025. Any payment(s) must be reported on the minister’s W-2 as compensation and the minister must pay income as well as self-employment taxes (15.3%) on this amount. To mitigate the tax burden, congregations are urged to “gross-up” the moving expense to cover this additional tax burden. This additional amount is approximately 35% of the cost of the move. Of course, the “gross-up” amount will also be taxable.

Section 4.2 Work Week and Section 4.3 Vacation and Study Leave: Traditionally, the standard work week for many ministers has been 6 days. With 1 day off each working week (44 days), 1 Sunday off each month (10 days), 8 weeks of leave (56 days), and 10 paid holidays, ministers have 120 days off. In comparison, many congregants have 2 days off each week (104 days), 2 to 4 weeks of vacation (10-20 days), and 10 paid holidays for a total of 124 to 134 days off. Some Ministers prefer 2 days off each week with less time for study leave and vacation. If

an alternative work week is preferred, then the Minister and Board will need to agree upon a time-off schedule, including Sunday's off, Study Leave, and Vacation. Whichever workweek is chosen, the Minister will need to occasionally work on scheduled days off due to pastoral emergencies or to fulfill other responsibilities. The Minister is expected to monitor their time off to ensure the proper balance of work/time-off is achieved each year.

Sections 4.5. Extended Medical Leave, 4.7 Parental, 4.8 Family, and 4.9 Bereavement Leave: While providing such leave is consistent with our progressive religious values, it can also be challenging for Congregations, particularly smaller Congregations. The UU Retired Ministers and Partners Association (www.UURMaPA.org) is sponsoring a new program called TEMP. TEMP stands for Targeted Experiments in Ministry Programs. UURMaPA is planning to support two specialized short-term and targeted ministry opportunities in each UU Region. These opportunities offer a retired Minister to serve a Congregation for a limited period.

Sections 4.6. Life Insurance upon Receipt of Long Term Disability Benefit: If the Minister is approved for long-term disability benefits, the Congregation is urged not to terminate the Minister immediately, but to deem the Minister actively at work for an additional six months of transitional disability leave. In doing so, there is a possibility of continuing the Minister's life insurance upon eventual termination of employment. Contact the UUA Office of Church Staff Finances for more details.

Section 4.10. Sabbatical: 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.

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 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.