

UUA Office of Church Staff Finances
Unitarian Universalist Association
24 Farnsworth Street
Boston, MA 02210
ocsf@uaa.org

**To: Congregational Presidents
Ministerial Search Committees
Ministers**

**Fr: Reverend Richard Nugent, Director, Church Staff Finances
Jan Gartner, Manager, Compensation and Staffing Practices
Reverend Keith Kron, Director, Transitions Office**

Re: New Ministerial Agreement (Draft)

Date: June 7, 2018

Overview: The UUA Office on Church Staff Finances invites feedback on the draft revision to the **UUA/UUMA Model Ministerial Agreement**. The new agreement is intended for ministries starting July 2019. At that time, we will also encourage all congregations and settled ministers to adopt this version of the agreement.

Congregational Boards, Ministerial Search Committees, and Ministers are invited to review the new draft and submit comments by September 21, 2018.

The draft revision can be found at: uaa.org/files/agreement2018.pdf

The current agreement, updated in 2012, can be found at:
uaa.org/files/documents/mpl/transitions/ministerial_agreements.pdf

Please send your comments by email to ocsf@uaa.org. Please write “Ministerial Agreement” in the subject line. If you prefer to send your comments by mail, send it to:

Ministerial Agreement
UUA Church Staff Finances
24 Farnsworth Street
Boston, MA 02210

A final version of the new agreement will be published in October 2018. Direct questions about the new draft agreement or the review process to Charissa Benak, Administrator, UUA Church Staff Finances, at CBenak@uaa.org.

Background: The relationship between congregations and their senior/solo minister is multifaceted involving questions of mission, faith/theology/spirituality, worship and pastoral practices, governance/nonprofit management, finances, and much more. It is a covenantal relationship reflecting hundreds of years of tradition. It is also an

employment relationship subject to federal, state, and local laws governing employee benefits. To help congregations deal with the complexity of ministerial employment, and to provide a nationwide standard, the UUA developed a model ministerial agreement. The current agreement, revised in 2012, dates back to the early 1990s.

This draft new agreement is the first thorough rewrite since 2001. It was drafted in collaboration with the UU Ministers Association, and in consultation with the UUA legal counsel, UUA Staff (Congregational Life, Transitions, HR, and OCSF), UUA Compensation Consultants, and various other reviewers.

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. The language in italics is new to the agreement. The UUA Church Staff Finances and Transitions Offices welcome suggestions for improving the new agreement.

This document highlights the major changes from the 2012 document. New provisions are shown in italics. Please refer to the new draft for the full text of the proposed agreement.

1.2. Shared Leadership: The new agreement includes expectations for the Minister, Congregation, and Board. The congregation looks to the Minister for “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.*” The Agreement includes new language expecting 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... (and) remaining in covenant with the Minister and holding members of the Congregation to behavior that is respectful of the Minister and of the office...*”

1.2.6. Monitoring and Nurturing the Health of the Ministry (New Provision): *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 (New Provision): *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 (New Provision): Recognizing that different experiences and identities are both a strength and can be a source of 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 concerns, issues, and conflicts arise, the *Board and Minister* commit to addressing the issues...and may seek an outside facilitator...

2.1. Services to the Board and Leadership Groups

2.1.2. The Minister will be an ex officio member, without vote, of all committees and task forces except a Ministerial Search Committee. Note: The new agreement includes the Nominating Committee previously excluded.

2.2. Pulpit and Worship Services

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... relieved of all responsibilities on at least one Sunday per month, in addition to Sundays while on vacation and study leave...

2.5.1. Minister's Role: The new agreement recommends that the Minister is Head-of-Staff and is expected to supervise the day-to-day performance of all staff members to ensure accountability. 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*

2.5.2. Relationship to Other Religious Professionals on Staff (New provision): *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... [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.*

3.2.4. Professional and out-of-pocket expenses (Clarification): ...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 compare to the UUA Compensation Guidelines...*

3.5. Relocation/Moving Expenses: The Congregation will reimburse reasonable relocation expenses up to a maximum of \$15,000. *(See the Endnote: The 2017 Tax legislation makes employer reimbursement/payment of moving expenses fully taxable).*

3.6. UUA Training (New Provision): *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

4.2. Work Week and 4.3 Vacation and Study Leave: The new agreement offers two approaches toward time off recognizing individual ministers have different needs. One assumes a six day work week with 8 weeks of vacation/study leave, while the second approach provides for a five day work week with 4 weeks of vacation/study leave. This is explained in the Endnotes.

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.

4.9. Bereavement Leave (New Provision): *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.*

5. EMPLOYMENT TERM AND 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.

5.5.3. 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.*

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.*

Again, we hope to hear back from you by September 21.

Faithfully,

Reverend Richard Nugent
Jan Gartner
Reverend Keith Kron