

April 10, 2019

UUA/UUMA RECOMMENDED INTERIM MINISTERIAL AGREEMENT ¹ MINISTRIES (2019-2020 Beta Version)

INTRODUCTION: This Interim Ministerial Agreement is for Congregations calling a Solo or Senior Interim Minister. This Agreement is provided by the Unitarian Universalist Association and the Unitarian Universalist Ministers Association to assist Congregational leaders and ministers to draft their own employment agreement. This document has been drafted in consultation with UUA legal counsel, UUA staff including Congregational Life, Transitions, Human Resources, and Church Staff Finances. This agreement is intended for interim ministries beginning July 2019 or later.

UUA Transitions, Congregational Life, and Church Staff Finances 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.

The UUA Office of Church Staff Finances welcomes suggestions for improving this document. Please direct specific comments/recommendations to Jan Gartner, UUA Compensation Programs Manager, at JGartner@uua.org.

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¹ Please edit the document to use the appropriate title consistently throughout this document.

Interim Ministerial Agreement

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

1. GOALS, RESPONSIBILITIES, AND RELATIONSHIPS

1.1 Intention

The intention of this Agreement is to set forth the responsibilities and obligations of the Interim Minister to the Congregation and of the Congregation to the Minister as we strive to dwell together in peace, to seek truth in love, to serve one another and the larger community, and to prepare the Congregation for its next ministry. It is recognized that no matter how carefully this Agreement is written and observed, the relationship between the Congregation and the Interim 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 Interim 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 Interim 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>).²

² Section 1.2.1 UUMA Guidelines: All ministers are encouraged to join the UUMA and congregations are encouraged to budget professional expenses sufficient for ministers to maintain membership in the UUMA. The benefits of ministerial membership in the UUMA includes support for their ministries, continuing education opportunities, collegial relationships and participation in the business of the Ministers Association, all of which strengthens ministry for the benefit of congregations.

1.2.2 Consistent with our understanding of the covenant that binds us in an evolving living tradition, the Congregation looks to its Interim Minister to provide spiritual leadership, historical and theological grounding and perspective, assistance in setting and leadership in implementing its mission, guidance in navigating through the work of the interim period, oversight of the Congregation’s programs, leadership and supervision of the staff team, and administration of its business operations in collaborative partnership with the Board, Congregational committees/teams, and staff.

1.2.3 Consistent with our understanding of the covenant that binds us in an evolving living tradition, the Interim Minister looks to the Congregation to live out its mission and vision, demonstrate effective leadership, enthusiastically engage in the work of the interim period, be open to change, broaden the meaning of community, and communicate issues or concerns that may arise 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 Interim Minister and holding members of the Board as well as the Congregation to behavior that is respectful of the Interim Minister and of the office, and that is consistent with our shared values and Principles as Unitarian Universalists.

1.2.5 Scope of Work³: The Board commits to working with the Interim Minister to fully engage in the work of the interim period including:

1.2.5.1 Heritage: Reviewing how the Congregation has been shaped and formed; encouraging and hearing all of the stories about the Congregation’s past, as the foundation upon which the present rests; and embracing the rich variety that makes up the Congregation.

1.2.5.2 Leadership: Reviewing the membership needs and its ways of organizing and developing new and effective leadership; providing opportunity for individuals and the Congregational organization to examine the types of leadership needed for new leaders to emerge, and for seasoned leaders to recommit or to refocus their gifts.

³ **Section 1.2.5: Scope of Work:** In addition to the full-array of responsibilities expected of all congregational ministers, interim ministers have additional developmental tasks specific to interim ministry. These tasks have been developed over time by the Interim Ministry Network and adopted by the UUMA Transitions Chapter.

1.2.5.3 Mission: Defining and redefining sense of purpose and direction; clarifying the faith community’s identity and core values; working to develop, update, and revitalize mission and vision statements; and reviewing strategic and tactical plans including stewardship and the financial health of the congregation.

1.2.5.4 Connections: Discovering and revitalizing all the association, interfaith, and community relationships a congregation builds outside of itself; and re-assessing old links and considering new ones.

1.2.5.5 Future: Developing congregational and pastoral profiles that position the congregation for its next ministry, including a healthy and honest assessment of the other focus points so that the congregation can turn its energy toward proactive decision-making for the future.

1.3 Monitoring and Nurturing the Health of the Ministry -Transitions Team: In consultation with the Interim Minister, the Board shall appoint a Transitions Team of congregational members who are well-known, respected, and not members or spouses/partners of the current Board. The Transitions Team will help facilitate the work that the Congregation will undertake during this interim period.⁴

1.4 Start-Up: As soon as feasible, the Minister, the Board, the Transitions Team, and other appropriate congregational leaders and staff will set aside time to explore the history, culture, and norms of the Congregation, discuss the sharing of power, authority, and responsibilities, finalize reasonable goals for

⁴ **Section 1.3 Monitoring the Health of the Ministry:** During interim ministry, congregations are encouraged to appoint a Transitions Team to work with the Interim Minister. This team is different from Committees on Ministry and/or Ministerial Relations Committees. Transition Teams partner with the Interim Minister to help achieve the developmental tasks. The Interim Minister and Transition Team may use some of the tools available for assessing congregational ministries 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/Interim_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>).

this period of ministry, and begin planning for the periodic review and renewal of the ministry of the Congregation.

1.5 Anti-Racism, Anti-Oppression and Multicultural Awareness: The Congregation and the Interim Minister are committed to understanding 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. This includes, but is not limited to, the ways in which the characteristics of dominant cultures live in our practices, systems procedures, and our very lives.⁵

1.6 Ongoing Dialogue: The Board and Interim Minister recognize the different cultural, racial/ethnic, ability, gender, sexual orientation, generational, economic, social and theological experiences and identities that exist within our congregation. While the Board and Interim Minister acknowledge that these differences are a source of great strength, our own limited skills to connect or our levels of discomfort with these differences may also contribute to concerns, disagreements, or organizational conflict.

The Board, the Interim Minister, and the Transitions Team 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 Interim 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

⁵ **Section 1.5 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 and leaders to serve a diverse Congregation with emotional intelligence, cross-cultural humility, and equity. Various resources are available through the UUA including Congregational Life staff and the Multicultural Growth and Witness Office. In conducting this self-analysis, the congregation is encouraged to explore resources available in the broader community particularly within communities of color or other historically marginalized groups. In conversation with congregational leadership, the Interim Minister will determine the role they wish to play in addressing injustices where they, themselves, hold a target identity. Historically and currently marginalized identities include, but are not limited to, those held by people of color, people who are trans or genderqueer, LGBTQ people, women, poor and working-class people, people living with disabilities and many others.

be a factor in any conflict. The Board and Interim Minister will be guided by our Unitarian Universalist Principles and will hold themselves accountable to our shared values. To help create a path forward, the Board or Interim Minister may seek an outside facilitator from the UUA or other mutually agreeable organization.⁶

2. RESPONSIBILITIES

2.1 Services to the Board and Leadership Groups

2.1.1 Board: The Interim Minister will be an ex officio member, without vote, of the Board. The Interim 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 Committees/Teams: The Interim Minister will be an ex officio member, without vote, of all committees, task forces, or teams except a Ministerial Search Committee. The Ministerial Search Committee will confer with the Interim Minister on the work of the interim period as it will influence the next called ministry, but neither the Committee nor the Interim Minister will discuss specific prospective candidates for the called ministry. The Interim Minister will confer, as needed, with each committee on how best to work together to serve the Mission of the Congregation. Attendance by the Interim Minister at committee meetings is welcome, but not routinely expected.⁷

2.1.3 Financial Records: The Interim Minister will have access to all financial records including pledges and pledge payments.

⁶ **Section 1.6 Ongoing Dialogue:** 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.

⁷ **Section 2.1.2 Committees:** This agreement envisions the Interim Minister consulting with the Nominating Committee/Leadership Development 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. Ministers are also often aware of personal details about individuals that may affect a person's readiness for congregational leadership. 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. In addition, the Interim Minister is expected to confer with the Ministerial Search Committee from time-to-time during the interim minister.

2.2 Pulpit and Worship Services

2.2.1 It is a basic premise of this Congregation that the pulpit is free. The Interim Minister is expected to express personal and faith values, views, and commitments, consistent with our understanding of the covenant that binds us in an evolving living tradition without fear or favor.

2.2.2 The Interim Minister has responsibility and authority over all worship services including rites of passage whether or not the Interim 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 Interim Minister.

2.2.3 The Interim Minister will lead or co-lead worship between 30 and 35 Sundays each year, as well as major religious holidays observed by the Congregation. The Interim Minister will be off and relieved of all responsibilities on at least one Sunday per month, including Sundays while on vacation and study leave. In support of the health and growth of the Congregation and the Interim Minister, the Board recognizes the importance of the Interim Minister being relieved of all responsibilities for up to four 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, or UUA/UUMA committees. The Interim Minister will communicate the dates of Sundays away in advance to the Board⁸

2.2.4 Reserve/National Guard Service (Add if the Interim Minister serves as a Reserve or National Guard Chaplain): The Congregation and Interim Minister recognize the benefits and challenges of having a Minister serve as a Chaplain in the Reserve or National Guard. The Board and Interim Minister will work together to ensure the needs of the Congregation are met during periods of military service by the Interim Minister. In doing so, the Board and Interim Minister will look for guidance to the “UUA Guidelines for Reserve

⁸ **Section 2.2.3 Sundays:** Congregations may wish to reduce the number of Sundays in the pulpit to enable the Minister’s involvement in the religious education or other programs of the congregation.

and Guard Chaplain Support” (<http://www.uua.org/sites/live-new.uua.org/files/uua-approved-reserve-guidelines-20160616.pdf>).⁹

2.3 Other Ministerial Services

2.3.1 The Interim 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 Interim Minister will maintain awareness of personal limitations and boundaries, and will refer members for professional counseling and other specialized services as appropriate. The Interim Minister will provide such ministerial services and counseling to members of the Congregation without fee or honorarium.

2.3.2 The Interim Minister may charge a fee when rites of passage, pastoral care services, and other ministerial services are provided to non-members of the Congregation.

2.4 Community Activities: The Interim Minister may 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 Interim Minister’s Role: (Governance Roles vary widely from Congregation to Congregation. Please refer to the footnote below)¹⁰

⁹ **Section 2.2.4 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>

¹⁰ **Section 2.5.1 Governance Options:** Governance models, including the role and authority of the Minister, vary greatly from congregation to congregation – often determined by congregational size. In adopting language for this section of the Agreement, Congregational leaders need to be clear about the role of the Minister in Congregational Governance. Does the Minister serve as Lead Exec/CEO or Head-of-Staff, or does the Board take the lead on

Choose one of the following options:

2.5.1 As a policy governance congregation, the Interim Minister serves as Lead Executive/CEO operating consistent with the policies, authorities, and limitations adopted by the Board. The Interim 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 Interim Minister has authority to hire, discharge, change the compensation of Congregational staff or implement other major personnel-related changes consistent with Board Policies.¹¹ OR

2.5.1 The Interim Minister is Head-of-Staff and therefore supervises staff. The Interim Minister may delegate supervision of individual staff members. The Interim 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 Interim Minister has authority to hire, discharge, change the compensation of Congregational staff or implement other major personnel-related changes in consultation with the Board. OR

2.5.1 The Interim Minister works closely with other staff and/or volunteers to ensure that there are clear job descriptions and expectations. Issues involving benefits and decision to hire and discharge may be done in conjunction with the Board and/or Personnel Committee.

staffing issues? How do 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.

¹¹ **Section 2.5.1:** Being clear about the Minister's gifts and limitations is important. Some Ministers will be great CEOs, some may rather hire someone else for this position, being clear on what the role and expectations are will help things run smoothly.

2.5.2 Relationship to Other Professionals on Staff¹²: The Interim Minister, in collaboration with Congregational leaders, has primary responsibility for overseeing the implementation of the vision and mission of the Congregation. In recognition of the work done by Congregational staff, the Interim Minister will enter into a covenant with the other 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 Interim 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 Interim Senior/Lead Minister will serve as lead of the ministerial team. Other Ministers will report to the Interim Senior/Lead Minister¹³

¹² **Section 2.5.2 Relationship to Other Professionals on Staff:** Who constitutes the professional staff of a congregation varies greatly depending upon congregational size and staffing structure, but may include the Religious Education Director, the Music Director, Membership/Volunteer Director, Social Justice Director, and Chief Executive Officer/Executive Director/Business Manager/Congregational Administrator.

¹³ **Section 2.5.2 Ministerial Team:** In Congregations with more than one minister, the relationship between/among ministers and the congregation is multi-dimensional. As colleagues, the relationship is governed, in part, by the UUMA Guidelines and , in part, by their individual relationships with the Congregation. Are all, one, or several ministers called as opposed to hired by the Congregation? What is the meaning of a ministerial call in the context of the congregation? Is the ministry designed as a team, or a senior, associate, and/or assistant model. What is the meaning of an associate or assistant minister, called by the congregation, reporting to the Senior/Lead Minister? 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 argue that all called ministers should be in direct relationship with the Board. In deciding which approach to select when searching for a new Senior/Lead Minister, Congregational Leadership should reach out to the UUA Congregational Life staff and the UUA Transitions Director for more information.

3. COMPENSATION, BENEFITS, AND PROFESSIONAL EXPENSES

3.1 Salary and the Allocations to Housing Allowance¹⁴

3.1.1 The Congregation will provide to the Interim 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 Interim Minister].

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

3.1.2 Parsonage: The Interim Minister will have free use of the parsonage at [address]. The fair rental value of the Parsonage is estimated at \$_____. 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 Interim Minister for utilities, cable, phone and internet, lawn care, snow removal, and other incidental expenses associated with the Parsonage.

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

¹⁴ **Section 3.1 Housing Allowance:** In March 2019, the U.S. 7th Circuit Court of Appeals ruled that the Clergy Housing Allowance is constitutional. This decision overturned a lower court ruling. An appeal to the U.S. Supreme Court is possible, but not likely, and if heard by the Court, a decision is likely in 2020.

payment. This payment to the Interim Minister is currently 7.65 percent of salary and housing up to the Social Security tax cap and 1.45% of the excess.¹⁵

3.2.2 Retirement Contribution¹⁶: 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 legal 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. (Note: The UUA recommended employer contribution for all staff meeting the requirements of the UUA Plan is 10 percent of salary (and housing for ministers).

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

¹⁵ **Section 3.2.1 Payment-in-Lieu:** The salary cap for the Social Security portion of FICA (6.2%) is \$132,900 in 2019 while the Medicare portion (1.45%) on compensation up to \$200,000 and 2.35% above \$200,000. It is important that congregations NOT pay FICA directly for the minister to the IRS, but rather the in-lieu payment should be paid to the minister who must make quarterly self-employment taxes.

¹⁶ **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, and the UUA Compensation Guidelines urge Congregations to make an employer contribution of 10 percent or more. UUA Compensation Guidelines can be found at: www.uua.org/compensation. As of December 2017, 84% of participating congregations provide an employer contribution of 10% or more.

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 Interim 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 Interim 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 Interim 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 Interim Minister will be imputed as taxable income on the Interim 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.

3.2.3.6 Timely Enrollment: The Interim Minister will be enrolled in a health plan within 30 days of employment, and in the dental, disability, and life plans within 60 days of employment unless plan enrollment deadlines are different.

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 Interim Minister, President, and Treasurer. Eligible expenses related to the Interim Minister's ministry will be reimbursed from that account promptly upon submission of a timely reimbursement request with appropriate documentation for expenses exceeding \$75. Eligible expenses include, but are not limited to, ministry-related travel, automobile

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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 Interim Minister from the Congregation at the item's depreciated value or the depreciated value may be imputed as income on the minister's paycheck.

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

3.4 Relocation/Moving Expenses: The congregation will reimburse up to a maximum of \$10,000 in relocation expenses to relocate the Interim Minister to the Congregation.¹⁷ An estimate of the cost will be submitted to the treasurer for approval. All reimbursements/payments of relocation/moving expenses will be fully taxable under federal law and may be taxable under applicable state law.¹⁸

3.5 UUA Interim Minister's Training: In addition to other employee-related expenses specified by this agreement, the Congregation will pay, up to \$1,500,

¹⁷ **Section 3.4 Relocation/Moving Expenses:** Moving is expensive. While congregations are often surprised by this expense, it's a necessary employment-related expense. It's not fair to expect the interim minister to pay for their own moves every year or two. Typical expenses for the minister may 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. Please note that the maximum moving expense for settled ministers is \$15,000.

¹⁸ **Section 3.4 Moving Expenses as Taxable Income:** 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.

toward the tuition, room, and travel expenses of the cost of the UUA-sponsored Interim Minister's training.

3.6 Interim Ministry Sabbatical Fund: In recognition and appreciation of the unique work of interim ministry, the Congregation will contribute \$1,000 to the UUA Interim Ministry Sabbatical Fund. Such payment will be made to the UUA Office of Church Staff Finances.¹⁹

3.7 Review of Compensation²⁰: The Interim Minister will consult with the Board and the Ministerial Search Committee on the proposed Settled Minister's salary, housing, and benefits. Such consultation will include trends in ministerial compensation and such other factor's as the area's cost-of-living. This review will also take into consideration how the Minister's and other staff compensation compares to the UUA Compensation Guidelines. As appropriate, the Interim Minister may request a consultation by a UUA Compensation Consultant to help the Congregation develop the compensation package for the incoming Minister and review salary and benefits for all staff.

¹⁹ **Section 3.6 Sabbatical Fund:** Settled ministers earn one month of sabbatical for each year of service. Interim ministers are devoted to the challenging work of interim ministry, providing not only the full range of ministry, but assisting the congregation to prepare for the next chapter of its history. Many interims serve one or two years at a congregation, and then begin again having to move from location to location. Interims never earn the restorative time away which is a sabbatical. To address this problem, the UUA has established the Interim Ministry Sabbatical Fund that will enable accredited ministers to earn a paid sabbatical after serving as an interim for 6 to 8 years by pooling contributions from all congregations served by interim ministers. Retaining qualified interim ministers eventually benefits most UU congregations.

²⁰ **Section 3.7 Review of Compensation:** During the search process, congregational leaders often are surprised to discover that the salary and benefit expectations are higher than the compensation paid to the previous minister. It is important for congregational leaders to review not only ministerial compensation, but the compensation offered all congregational staff given the UU commitment to economic justice and fairness in the workplace. The Interim Minister may request a consultation, free-of-charge, by a regionally-based UUA Compensation Consultant. To request a consultation, send a request to Jan Gartner, UUA Compensation and Staffing Practices Manager, at JGartner@uua.org.

4.0 WORK WEEKS AND LEAVE PROVISIONS

4.1 Work Week:²¹ Ministry is a calling and the Interim Minister is an exempt full-time professional. In recognition that ministry is time intensive with widely varying hours, the Interim Minister and the Board will discuss the broad parameters of the Interim Minister's schedule, understanding that the work of ministry is multifaceted, unpredictable, highly relational, and subject to unforeseen activities and events. The Interim Minister is responsible for monitoring their time to ensure the proper balance of work and time off.

4.2 Availability for Appointments: The Interim Minister will inform the Congregation of times when appointments may be scheduled.

4.3 Study Leave: In recognition that Ministers need extended time away from the stresses and demands of daily congregational life to deepen and expand their calling and practice of ministry, the Interim Minister will have two weeks of study leave per year.²² The Congregation understands that the

²¹ **Section 4.1 Work Week:** Ministry is a time intensive profession with wide swings of expectations of work. It is not a 9 to 5 profession. The Minister must attend to a wide variety of work-related responsibilities including worship, worship planning, counseling, pastoral care, reading, reflection, and writing, personal faith development and the faith development of the adults, youth, and children of the congregation, spiritual practice, consultation with committees, Board-related activities, denominational activities, social justice and community involvement, stewardship, staff supervision, strategic planning, study leave, continuing education, and much more, not least of which is the demand for presence. Ministers must determine which of the demands of ministry are most pressing in any given day. Ministers often work evenings sometimes at meetings and sometimes in ways less tangible such as mulling over possible approaches to some conflict or the direction of a sermon. Urgent pastoral care and congregational crises can occur at any time including days off. In order to maintain health and sustainability in their ministries, ministers expect and need down time including time for personal and family activities.

Ministers work preferences vary widely. Some ministers monitor their time in hours, some in days and some in units. It is important for the Board and Minister to discuss work time expectations. 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.

²² **4.3 Study Leave:** 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. A week of study leave equals seven days.

Interim Minister is working during Study Leave. Should a Congregational emergency arise requiring the Interim Minister's return from study leave, all reasonable costs of such return will be borne by the Congregation.

4.4 Vacation: The Interim Minister will be relieved of all responsibilities for a total of six weeks per year. A week of vacation is seven days. Should a Congregational emergency arise requiring the Interim Minister's return from vacation, all reasonable costs of such return will be borne by the Congregation.²³


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

4.6 Sick Leave: The Interim Minister will be credited with 10 sick days per calendar/fiscal year, and with sick days on a prorated basis at the beginning of the initial partial year. Sick leave may be used for the Interim Minister's illness or for the illness of a family member. Sick leave is not paid on employment termination.

4.7 Extended Medical Leave: Should the Interim 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 Interim 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.²⁴

²³ **Section 4.4 Vacation:** Due to the time-consuming and exhausting tasks associated with moving, and the need to attend to one's permanent residence, two of the four weeks of study leave are added to the usual period of vacation. Note some interims prefer to take 8 weeks of vacation given relocation demands.

²⁴ **Sections 4.7 Extended Medical Leave, 4.8 Parental, 4.9 Family, and 4.10 Bereavement Leave:** Given the limited duration of interim ministries, the recommended length of parental leave is only 6 weeks – half that recommended for settled ministries. 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.

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4.7.1 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 Interim Minister’s salary and housing allowance. If the Interim 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 Interim Minister the difference between 100 percent of salary, housing, payment-in-lieu-of-FICA, and retirement contribution and the amount already paid.²⁵

4.8 Parental Leave: The Interim Minister may take 6 weeks of paid parental leave after the birth or adoption of a child. In recognition of individual family needs, the Interim 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 Interim Minister will be expected to communicate the dates of leave in advance to the Board.

4.9 Leave for a Family Member: The Interim Minister may take up to 4 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 Interim Minister must use any accrued sick, study, and/or vacation time first. 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.

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

²⁵ See Section 5 for termination provisions.

5. EMPLOYMENT TERM AND TERMINATION²⁶

5.1 Term: The Interim Minister will serve the Congregation for a one year period beginning (date) and ending (date). The Interim Minister will not become a candidate for the Congregation's called ministry until at least three years have lapsed since the end of this interim ministry. Further, the Interim Minister agrees not to serve the Congregation for more than two years without the approval of the UUA Transitions Director.

5.2 Agreement Extension: If the Congregation wishes to extend this agreement for a second year, the Board should notify the Interim Minister by March 1.

5.3 Termination by Resignation or Retirement: The Interim Minister may terminate voluntarily by providing 120 days notice in writing to the Chair of the Board, and such termination will become effective at the expiration of the 120 day period or any mutually agreed upon longer period. The Interim 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 120 day notice period and provide pay in-lieu of notice for the time period that the notice is shortened or eliminated.²⁷

5.4 Termination Due to Death or Disability

5.4.1 Termination Due to Death: Upon the Interim Minister's death, the Interim Minister's beneficiaries will be entitled to receive any death benefits to which Interim 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 will be compensated in the financial equivalent to the Interim Minister's beneficiaries.

²⁶ **Section 5 Employment Termination:** UUA Congregational Life Staff should be consulted early in the process when conflict, serious illness, or ministerial transition for any other reason is possible.

²⁷ **Section 5.3 Resignation, Section 5.4 Termination Due to Death and Disability, and Section 5.6 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.

5.4.2 Termination Due to Disability: In the event that the Interim 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 Interim Minister’s employment upon written notice to the Interim Minister. The Interim Minister will be entitled to receive any long term disability benefits to which Interim Minister is entitled under any insurance plans. The Congregation’s payments for the Interim Minister’s benefits will cease immediately upon termination, but the Interim Minister will receive any vested retirement benefits or insurance continuation rights provided by law, insurance contracts or plan documents.

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

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

5.5.1 If the personal or ethical behavior of the Interim Minister results in the Interim 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. 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.

5.6 Termination by the Congregation

5.6.1 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 4 (four) months, or until the Minister has begun service in another comparable position, if sooner. The

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continuation of benefits is subject to the provisions of the various benefit plans.²⁸

5.6.2 Dismissal with Reason: The Interim Minister may be dismissed by the board with less than 120 days' notice and without the severance payments described in this Agreement, if the Interim Minister

5.6.2.1 is convicted of a felony unless arising from civil disobedience;

5.6.2.2 has their ministerial fellowship with the UUA terminated or suspended;

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

5.6.2.4 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 egregiously violate the UUMA guidelines.

5.7 Non-Disclosure/Confidentiality Clause: The Board and the Minister agree that in any negotiated agreement, they will not include a non-disclosure and/or a Confidentiality clause. The Congregation and the Interim 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.

5.8 No Payment toward Benefits after Termination. Following the Interim 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 Interim Minister and the Congregation will seek to resolve any disputes concerning the interpretation or performance of this Agreement

²⁸ **Section 5.6.1 Negotiated Resignation/Severance:** Retirement Contributions may not be made as part of a Severance Agreement according to Federal Regulations except for previously earned amounts.

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 has been unsuccessful, then one or both parties may seek to solely and finally resolve the dispute by arbitration. Any dispute or claim that arises out of or that relates to this employment agreement, or that relates to the breach of this agreement, or that arises out of or that is based upon the employment relationship shall be resolved by arbitration. Such arbitration shall be the exclusive remedy and will be before a tribunal consisting of one Unitarian Universalist Minister appointed by the Interim 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 Interim Minister and the Congregation.

7.0 AMENDMENT AND CHOICE OF LAW

7.1 The terms of this Agreement may be changed by mutual consent of the Interim Minister and the Board. 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 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: Regional Lead, Congregational Life Staff, UUA
Ministerial Transitions Director, UUA