

Appendix 4

Draft Ministerial Agreement

DRAFT Letter of Call and Ministry Agreement

<date>

<name>

<address>

<address>

Dear Rev. <name>:

PROLOGUE

The Unitarian Universalist Congregation of Gloucester, Massachusetts, hereinafter the Congregation, and the Reverend Jane Doe, as Minister, hereinafter the Minister, jointly enter into this Letter of Agreement effective May 1, 2015.

1. INTENTION

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

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

2. EXPECTATIONS

2.1. Shared Leadership

2.1.1. The Minister and the Congregation share responsibility for the leadership and ministry of the Congregation. Achievement and maintenance of this collaborative

relationship must likewise be shared. It is a relationship of discovery, of both self and other, in a context of mutuality.

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

2.2. Leadership Goals

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

2.3. Pulpit and Worship Services

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

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

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

2.4. Services to Persons

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

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

2.5. Services to the Board and Committees

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

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

2.6. Community Activities

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

2.7. Relationship to Church Staff

2.7.1.a The Minister is chief of staff, but, in consultation with the Board of Trustees, the Minister may delegate day-to-day supervision of the performance of staff members to appropriate committees.

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

2.8. Office Hours and Days Off

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

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

2.9. Committee on Ministry / Transition Team

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

2.10. Evaluation of the Ministry

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

2.11. Minister's and Congregation's Conduct

The conduct of the Minister and the Congregation will be in accordance with the Code of

Professional Practice and Guidelines for the Conduct of Ministry of the Unitarian Universalist Ministers Association.

3. COMPENSATION, PROFESSIONAL EXPENSES, AND BENEFITS

3.1. Salary plus Housing Allowance

3.1.1. The Congregation will provide to the Minister a Salary of \$43,959.

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

or

3.1.3. Salary (and housing [S&H]) shall be payable monthly on or before the fifteenth day of each month, beginning on August 15, 2015. S&H shall be reviewed annually by the Finance Committee and the Board of Trustees.

3.2. Other Benefits and Expenses

3.2.1. The congregation is strongly urged to require the minister to participate in retirement, health, and group insurance plans. The minister, together with all eligible employees, should be covered by a long term disability insurance plan.

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

3.2.3. Retirement plan contributions made by due date to the Unitarian Universalist Organizations Retirement Plan and/or other appropriate retirement plan, of at least 10 percent of total Salary and Housing. [Note: All eligible employees must be enrolled in the UUA Retirement Plan and all must receive the same percentage employer contribution.]

3.2.4. Insurance premiums:

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

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

3.2.4.3. Group term life insurance, 100 percent of premium

3.2.5. Professional and out-of-pocket expenses. Reimbursable up to the greater of 10 percent of S&H or \$5,000, payable promptly on voucher by the minister in accordance with an Accountable Reimbursement Plan developed jointly by the Minister, President, and Treasurer. Other expenses for reimbursement include, but are not limited to, travel,

automobile mileage, lodging, meals, incidentals, conference registration, entertainment, pulpit gowns, books, periodicals, dues, office equipment such as computers, and other continuing education events. It shall be the practice of the Congregation to reimburse such expenses at the maximum rate allowed by the tax laws. Any items the purchase of which is reimbursed by the Plan shall be the property of the minister

3.3. Reallocation

The total cost to the congregation of salary and housing plus the additional benefits and professional expenses is \$65,122. The Governing Board and the Minister may, upon mutual agreement, and before the beginning of a tax or employment year, allocate funds among various categories to provide the minister with an optimum array of benefits.

3.4. Annual Review of Compensation

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

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

3.5. Annual Leave¹

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

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

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

3.6. Denominational Service and Continuing Education

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

¹ The minister's presence is considered important in building membership and pledging in the first two or three years. These items in 3.5, 3.6 and 3.8.1 can be increased after that time. In the meantime, office hours can be decreased, days off increased, and responsibilities for activities such as RE, Youth, and Social Action can be lay led.

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

- 3.7.1 Sick Leave: The Minister shall be credited with 8 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 8 days of accrued sick leave may be carried forward each year, but in no case may the balance exceed 15 days. Sick leave may be used for the minister's illness or for the illness of a member of the minister's immediate family.
- 3.7.2 Extended Medical Leave: Should the minister's illness, injury, or disabling condition continue after all accrued sick and vacation leave has been exhausted, the congregation shall place the minister on "Extended Medical Leave." Extended Medical Leave shall not extend beyond the earlier of either the commencement of long-term disability benefits or 90 days following the exhaustion of all sick and vacation leave. Vacation leave does not accrue during this period. During Extended Medical Leave, the congregation shall continue to pay all employee insurance premiums (health, dental, life, retirement, and long term disability) as otherwise provided by this Agreement, and no less than 75 percent of the minister's salary and housing allowance. If the minister recovers and is able to return to work full-time before the earlier of the 90-day period of Extended Medical Leave or the commencement of long term disability benefits, the congregation shall retroactively pay the minister at 100 percent of salary and housing. [see 4.1 for consequent termination]
- 3.7.3 Health and Dental Insurance at the Conclusion of Extended Medical Leave: At the conclusion of Extended Medical Leave, whether by approval for long-term disability benefits or by reaching the 90-day-limit, health and dental insurance premiums will be discontinued and the minister will be offered COBRA coverage if available.
- 3.7.4 Disability Leave: In the event the minister is approved for long-term disability benefits, the congregation will deem the minister actively at work and continue to pay the life insurance premium for an additional six months of transitional disability leave in accordance with the premium waiver provisions of the Group Life Insurance contract. Unless otherwise agreed to by both the congregation and the minister, salary and housing shall not be paid during disability leave.
- 3.7.5 Parental Leave: In the case of the birth or adoption of a child, the minister shall be granted six weeks of paid and six weeks of unpaid leave. Unpaid leave should be extended only after all paid leave has been used. During periods of unpaid leave, the congregation will continue paying premiums for health, dental, life, and long term disability insurance.
- 3.7.6 Family Medical Leave: After serving for at least twelve months, the minister may take up to twelve weeks of unpaid leave to care for a family member (child, spouse/partner, or parent) with a serious health condition. Unpaid leave should be

extended only after all sick and vacation leave has been used. During periods of unpaid leave, the congregation will continue paying premiums for health, dental, life, and long term disability insurance.

3.8. Sabbatical Leave

3.8.1. The Minister may use sabbatical leave for study, education, writing, meditation, and other forms of professional and religious growth. Sabbatical leave accrues at the rate of 3 weeks per year of service, with leave to be taken after four but before seven years of service. No more than three months of sabbatical leave may be used within any twelve-month period. The dates of the sabbatical plan must be approved by the Board of Trustees at least one year in advance.

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

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

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

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

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

3.9 Relocation Expenses

The Congregation will reimburse the Minister for reasonable relocation expenses of the Minister and immediate family to the area up to a maximum of \$8,000. Reasonable expenses include the services of a professional moving company, plus, automobile mileage, and transportation and temporary housing costs, but not meals. An estimate of the cost of the move shall be presented to the Treasurer in advance.

3.10. Intellectual Property

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

4. DISPUTE AND TERMINATION

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

4.2. Any dispute concerning the interpretation or performance of this Agreement or its validity or termination shall be solely and finally resolved by arbitration before, and under procedural rules established by a tribunal consisting of one Unitarian Universalist minister appointed by the Minister, one Unitarian Universalist minister appointed by the Congregation's Trustees, and a third individual appointed by the first two arbitrators. The tribunal shall operate under procedural rules developed by the Unitarian Universalist Association's Ministries and Faith Development staff group.

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

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

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

4.7. In the event that the minister's resignation is negotiated, salary, housing allowance, and benefits will continue for 0.75 month per year of service up to twelve months from the date of dismissal, or until the Minister has begun service in another position, if sooner.

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

4.8.1. is convicted of a felony

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

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

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

5. AMENDMENT

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

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

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

6. OFFER

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

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

Date Offer Approved: _____

For the Congregation: _____ Richard Prouty, Chair of the Board of Managers

Date Offer Accepted: _____

By: _____, Minister

Date Call Extended: _____

For the Congregation: _____, Chair of the Board

Date Call Accepted: _____

By: _____, Minister

cc: District Executive
Ministerial Transitions Director

F. Bringing a Ministry to an End

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

potentially protracted and divisive situation, and the minister gets a larger severance package than would be available under the conditions either of a unilateral voluntary resignation or of a congregational vote to terminate.

Model Agreement to Terminate a Ministry

<date>

<name>

<address>

<address>

Dear Rev. <name>:

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

1. You will be paid all salary due for time worked through the Resignation Date. You will also receive a payment for any accrued and unused vacation days that you have as of the Resignation Date. These payments will be made on the Church’s first regular payday following the Resignation Date.
2. The Church will provide you with a severance payment, in one lump sum, in the gross amount of <\$ > (the “Severance Payment”). The Severance Payment will be paid within fifteen (15) business days following the Agreement’s Effective Date (the Resignation Date).
3. Your employee coverage in the Church’s employee benefit programs will end on <date>.
4. The payments and benefits provided under this Agreement will be subject to applicable federal, state and local income taxes and other applicable withholdings, to the extent required by law.
5. No contributions to the Church-sponsored retirement plans will be made with respect to the payments and benefits provided for in Paragraph 2. The Church will not contest your eligibility for unemployment benefits.
6. You confirm that, as of the Resignation Date, you will return to the Church all of its property in your possession or custody, including, but not limited to, all keys, security or access cards, books and computer or other equipment (including the password(s) to use such property).
7. You acknowledge and affirm the following:
 - a. You acknowledge and agree that the payments and benefits provided for pursuant to Paragraphs 1 through 3 above constitute the entire, maximum and only financial obligation of the Church to you of any kind or nature,

including, without limitation, any salary, bonus, incentive compensation, financial obligation to you pursuant to the Church's policies, or remuneration of any kind, except for any vested benefits you may be entitled to receive pursuant to the Church's retirement plans.

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

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

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

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

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

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

11. You and the Church agree to complete the Exit and Transition Interviews, respectively, with the District Executive of the <name of UUA District> and in all

relations with UUA institutions and ministers to describe the ministerial relationship here coming to an end fully and candidly and not in derogation of one another..

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

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

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

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

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

Sincerely,

<Official Name of Congregation>

By: _____

<name>

Chair, Board of Trustees

ACCEPTED AND AGREED TO:

<full name of resigning Minister>

Date