

Ministerial Agreement

THE UNITARIAN UNIVERSALIST CONGREGATION OF YOUNGSTOWN, OHIO (“The *Congregation*”) AND REVEREND JOSEPH BOYD (“The 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 Minister to the Congregation and of the Congregation to the Minister as we strive to dwell together in peace, to seek truth in love, and to serve one another and the larger community. It is recognized that no matter how carefully this Agreement is written and observed, the relationship between the Congregation and the Minister must be grounded on both sides in open communication, mutual trust, good faith, and an open and agreed-upon process. In most situations, the Congregation will act through its Governing Board (referred to as the “Board”).

1.2 Shared Leadership

1.2.1 The Minister and the Congregation share responsibility for the leadership and ministry of the Congregation. This relationship is one of discovery of each other, in a context of mutuality. The relationship of the Minister and the Congregation will be in accordance with the Guidelines for the Conduct of Ministry of the Unitarian Universalist Ministers Association (see <https://uuma.site-ym.com/?guidelines>).¹

1.2.2 Consistent with our understanding of the covenant that binds us in an evolving living tradition, the Congregation looks to its Minister to provide spiritual leadership, historical and theological grounding and perspective, assistance in setting and leadership in implementing its mission, 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 Minister looks to the Congregation to live out its mission and vision, demonstrate effective leadership, be open to change, broaden the meaning of community, and communicate issues or concerns that may arise in a forthright and respectful manner through established communication channels.

¹ **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.

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

1.2.5 Start-Up: Within the first year of ministry, UUA Congregational Life Staff will be consulted on whether a start-up consultation or retreat for the Minister, Board, appropriate staff, and the Committee on Ministry (or its equivalent), would be helpful as leadership continues to explore the history, culture, and norms of the Congregation, discuss the sharing of power, authority, and responsibilities, develop goals for the coming year(s), and begin planning for the periodic review and renewal of the ministry of the Congregation.²

1.2.6 Monitoring and Nurturing the Health of the Ministry: The Board and the Minister will monitor and nurture the health of the ministries of the Congregation through regular reviews and assessments. The methodology of such reviews will be collaboratively determined by the Board, or their designee, and the Minister and will reflect an understanding that program effectiveness hinges upon team effort. In determining the assessment methodology, the Board and Minister will also agree upon a process to periodically assess the work of the Minister.³

1.2.7 Anti-Racism, Anti-Oppression and Multicultural Awareness: The Congregation and the Minister affirm our mutual commitment to address the systemic prejudices and biases found within all parts of society by, among other things, working to ensure that the Minister(s), 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. 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.⁴ When congregations call ministers who themselves hold historically or

² **Section 1.2.5 Start-up:** The Startup retreat/gathering will vary in format depending upon individual circumstances including choice of outside facilitator. In addition to a Congregational Life staff member, others who might be consulted include the Transitions Coach who worked with the congregation and a UUMA Good Officer.

³ **Section 1.2.6 Monitoring and Nurturing the Health of the Ministry:** Various tools for assessing the various ministries of the Congregation are available through the Unitarian Universalist Association and the Unitarian Universalist Ministers Association including: “Assessing our Leadership” (https://www.uua.org/sites/live-new.uua.org/files/documents/mpl/assessing_leadership.pdf); “Congregational Self-Assessment Packet” (<https://www.uua.org/sites/live-new.uua.org/files/documents/ftp/congselfassessment.pdf>); “Fulfilling the Call” (<https://www.uua.org/careers/ministers/becoming/incare/alignment/fulfilling-the-call>), and various other methodologies identified by the UUMA (<http://www.uuma.org/?page=assessmenttools>); and a thoughtful blog entry by the MidAmerica Congregational Life staff (<https://www.midamericauua.org/blogs/75-ian/266-tis-the-season-for-evaluation>).

⁴ **Section 1.2.7 Anti-Racism, Anti-Oppression, and Multicultural Awareness:** In engaging in this critically important work, the Congregation may begin by examining its own policies and practices that have hindered living our Unitarian Universalist values. Such an examination might include an analysis of lessons learned from past efforts to become more equitable and diverse, a review of Congregational hiring decisions, development of hiring practices, and procedures for mitigating bias, and a commitment to increase the capacity of all staff and leaders to serve a diverse Congregation with

currently marginalized identities, the congregation understands that the minister must be free to determine the extent to which they are called to lead in dismantling injustices in which the minister holds a target identity.⁵

1.2.8 Ongoing Dialogue: The Board and Minister recognize the different cultural, racial/ethnic, ability, gender, sexual orientation, generational, economic, social and theological experiences and identities that exist within our congregation. While the Board and 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 Minister, and the Committee on Ministry commit to open, truthful, and ongoing communication about the ways in which identity and power impact and shape the congregation. When issues, concerns, and conflicts arise, the Board and Minister commit to addressing the issues at hand, recognizing that conflict is an inherent part of making choices within a diverse faith community. Congregational Leaders will make space to thoughtfully consider how differences in identity, experience, or power might be a factor in any conflict. The Board and Minister will be guided by our Unitarian Universalist Principles and will hold themselves accountable to our shared values. To help create a path forward, the Board or 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 Minister will be an ex officio member, without vote, of the Board. The Minister is regularly expected to bring to the attention of the Board matters significantly affecting the life, operation, and mission of the Congregation.

2.1.2 Committees/Teams: The Minister will be an ex officio member, without vote, of all committees, task forces, or teams except a Ministerial Search Committee formed following the announcement of the Minister's retirement or departure. The Minister will confer, as needed, with each committee on how best to work together to serve the Mission of the Congregation. Attendance by the Minister at committee meetings is welcome, but not routinely expected.⁷

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 addition, the congregation should explore resources available in the broader community particularly communities of color or other historically marginalized groups.

⁵ **Section 1.2.7** 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.

⁶ **Section 1.2.8 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:** In practice, committee/task force/team meeting attendance varies from congregation to congregation. This agreement also envisions the minister consulting with the Nominating Committee/ Leadership Development Committee. The Minister (and staff through the Minister) often know newer members better and can

2.2 Pulpit and Worship Services

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

2.2.2 The Minister has responsibility and authority over all worship services including rites of passage whether or not the Minister is involved in planning or leading a given service. All services, including weddings and memorial services, conducted by outside officiants must be pre-approved by the Minister.

2.2.3 The Minister will lead or co-lead worship between 30 and 35 Sundays each year, as well as major religious holidays observed by the Congregation. The 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 Minister, the Board recognizes the importance of the 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 Minister will communicate the dates of Sundays away in advance to the Board⁸

2.3 Other Ministerial Services

2.3.1 The Minister will conduct rites of passage, including weddings, child dedications, and memorial services as well as provide pastoral care services, including crisis intervention and visitation of the homebound, sick, dying, and bereaved, both directly and in conjunction with the Congregation's pastoral care program. The Minister will maintain awareness of personal limitations and boundaries, and will refer members for professional counseling and other specialized services as appropriate. The Minister will provide such ministerial services and counseling to members of the Congregation without fee or honorarium.

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

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

2.5 Relationship to Congregational Staff

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.

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..

2.5.1 Minister's Role: (Governance Roles vary widely from Congregation to Congregation. Please refer to the footnote below) ⁹

Choose one of the following options:

2.5.1.a As a policy governance congregation, the Minister serves as Lead Executive/CEO operating consistent with the policies, authorities, and limitations adopted by the Board. The Minister is responsible for ensuring appropriate staffing practices are followed including clear job descriptions, timely enrollment of eligible staff in offered benefit plans, annual compensation reviews, staff evaluations, and a dispute resolution process. The Minister has authority to hire, discharge, change the compensation of Congregational staff or implement other major personnel-related changes consistent with Board Policies.¹⁰

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

2.5.2 Relationship to Other Professionals on Staff¹¹: The 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 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 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

⁹ **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 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.

¹⁰ 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.

¹¹ **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.

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 Minister¹²

3. COMPENSATION, BENEFITS, AND PROFESSIONAL EXPENSES

3.1 Salary and the Allocations to Housing Allowance¹³

3.1.1 The Congregation will provide to the Minister a starting salary, including housing, of \$4,548.50 per month which on an annual basis is \$54,482.00. Salary and Housing shall be payable monthly on or before the 15th of the month.

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

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

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

3.2.2 Retirement Contribution: The Congregation will make contributions to the UU Organizations Retirement Plan (or another qualified church retirement plan) at a rate of 10% of Salary and Housing. The amount of the Employee's Contribution 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.

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

¹² **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.

¹³ **Section 3.1 Housing Allowance:** A case challenging the Constitutionality of the Clergy Housing Allowance (but not the provision of a parsonage) is pending in the 7th Circuit Court of Appeals. A decision is anticipated by early 2019. An appeal to the U.S. Supreme Court is likely, and if heard by the Court, a decision is likely in 2020.

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

3.2.3.2 Optional Dental Insurance: Payment of 80 percent or more of the insurance premium for dental insurance provided through the UUA, or its equivalent, and 50 percent of the incremental cost of providing dental insurance for the Minister's spouse/partner and dependents.

3.2.3.3 Long-Term Disability Insurance: Payment of 100 percent of the premium for the long-term disability insurance provided by the UUA, or its equivalent. The premium amount will be imputed as taxable income on the Minister's W2.

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

3.2.4 Professional and out-of-pocket expenses: The Congregation will provide up to \$5,000 for professional expenses through an Accountable Expense Reimbursement Account developed jointly by the Minister, President, and Treasurer. Eligible expenses related to the Minister's ministry will be reimbursed from that account promptly upon submission of a timely reimbursement request with appropriate documentation for expenses exceeding \$75. Eligible expenses include, but are not limited to, ministry-related travel, automobile mileage, lodging, meals, incidentals, conference registration, UUMA and other professional dues, continuing education, clergy robes, books, periodicals, dues, and office equipment such as phones, computers, and printers. 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 or the depreciated value may be imputed as income on the minister's paycheck.

3.3 Annual Review of Compensation: The Board will review the Minister's salary, housing, and benefits annually, in consultation with any appropriate committee(s), taking into consideration such factors as merit in meeting or exceeding expectations, increases in the cost of living, changes in the cost of benefits, and the financial means of the Congregation. This review will also take into consideration how the Minister's and other staff compensation compares to the UUA Compensation Guidelines. Such recommendations will be considered as a part of the normal budgeting process.

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

3.5 Relocation/Moving Expenses: The congregation will reimburse up to a maximum of \$2,000 in relocation expenses to relocate the minister to a new residence if the Minister chooses to move from his current residence to a new location during the term of this contract.¹⁴ All reimbursements/ payments of

¹⁴ **Section 3.5 Relocation/Moving Expenses:** Typical expenses for the minister and family include the services of a professional moving company (or truck rental, packing supplies, and movers, if handled by the Minister and family),

relocation/moving expenses will be fully taxable under federal law and may be taxable under applicable state law.¹⁵

4.0 WORK WEEKS AND LEAVE PROVISIONS

4.1 Work Week:¹⁶ Ministry is a calling and the Minister is an exempt full-time professional. In recognition that ministry is time intensive with widely varying hours, the Minister and the Board will discuss the broad parameters of the Minister's schedule, understanding that the work of ministry is multifaceted, unpredictable, highly relational, and subject to unforeseen activities and events. The minister is responsible for monitoring their time to ensure the proper balance of work and time off.

4.2 Availability for Appointments: The 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 Minister will have four weeks of study leave per year.¹⁷ The Congregation understands that the Minister is working

automobile mileage, transportation, temporary housing costs, and costs of moving household goods and personal effects to and from storage. Relocation expenses may also include pre-move house hunting, temporary housing, meals consumed in transit or while living in temporary housing, storage of household goods and personal effects, and related relocation expenses. Ministers may find other creative ways to effect a move and optimize the budget.

¹⁵ **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.

¹⁶ **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.

¹⁷ **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.

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

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

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

4.6 Sick Leave: The 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. Up to 10 days of accrued sick leave may be carried forward each year, but in no case may the balance exceed 20 days. Sick leave may be used for the Minister's illness or for the illness of a family member. Sick leave is not paid on employment termination.

4.7 Extended Medical Leave: Should the Minister suffer an illness, injury, or disabling condition that continues after all accrued sick, vacation, and study leave has been exhausted, the Congregation will place the Minister on "Extended Medical Leave." Extended Medical Leave will not extend beyond the earlier of the commencement of long-term disability benefit or 90 days following the exhaustion of all sick, vacation, and study leave.¹⁸

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 minister's salary and housing allowance. If the Minister recovers and is able to return to work full-time before the earlier of the 90-day period of Extended Medical Leave or the commencement of long term disability benefits, the Congregation will retroactively pay the Minister the difference between 100 percent of salary, housing, payment-in-lieu-of-FICA, and retirement contribution and the amount already paid.¹⁹

4.8 Life Insurance Upon Receipt of Long Term Disability Benefits: In the event the Minister is approved for long-term disability benefits, the Congregation will deem the Minister actively at work and continue to pay the life insurance premium for an additional six months of transitional disability leave in accordance with the premium waiver provisions of the UUA Group Life Insurance contract. Unless

¹⁸ **Sections 4.7 Extended Medical Leave, 4.9 Parental, 4.10 Family, and 4.11 Bereavement Leave:** While providing such leave is consistent with our progressive religious values, it can also be challenging for Congregations, particularly smaller Congregations. The UU Retired Ministers and Partners Association (www.UURMaPA.org) is sponsoring a new program called TEMP. TEMP stands for Targeted Experiments in Ministry Programs. UURMaPA is planning to support two specialized short-term and targeted ministry opportunities in each UU Region. These opportunities offer a retired Minister to serve a Congregation for a limited period.

¹⁹ See Section 5 for termination provisions.

otherwise agreed to by the Congregation and the Minister, salary, housing, and other benefits will not be paid during disability leave.²⁰

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

4.10 Leave for a Family Member: The Minister may take up to 12 weeks of unpaid leave when needed to care for a family member (child, spouse/partner, parent, in-law, or other close family member) with a serious health condition. The Minister must use any accrued sick, study, and/or vacation time first. 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.

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

4.12 Sabbatical Leave²¹

4.12.1 The Minister may use sabbatical leave for study, education, writing, meditation, and other forms of professional, religious, spiritual, or personal growth. Sabbatical leave accrues at the rate of one month per year of service, with leave to be taken after four but before seven years of service. No more than six months of sabbatical leave may be used within any twelve-month period. The dates of a proposed extended sabbatical (more than three months) should be submitted to the Board for approval at least 12 months in advance. For sabbaticals of three months or less, dates should be submitted at least 4 months in advance. Study Leave and Vacation still accrues during a sabbatical year, but should be taken at another time during the year unless authorized by the Board.

4.12.2 The Congregation will continue full salary, housing allowance, and benefits during sabbatical leave. Professional expenses, if used for sabbatical travel, are subject to IRS Regulations.²²

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

²⁰ **Sections 4.8 Life Insurance upon Receipt of Long Term Disability Benefit:** If the Minister is approved for long-term disability benefits, the Congregation is urged not to terminate the Minister immediately, but to deem the Minister actively at work for an additional six months of transitional disability leave. In doing so, there is a possibility of continuing the Minister's life insurance upon eventual termination of employment. Contact the UUA Office of Church Staff Finances for more details.

²¹ **Section 4.12 Sabbatical:** Each fiscal year, the Congregation should consider budgeting funds for use in funding the Congregation's additional expenses during the Minister's sabbatical. This sabbatical fund would be the property of the Congregation.

²² These regulations are complex. Please contact the Office of Church Staff Finance or consult a tax attorney for more information.

4.12.4 The Minister agrees not to resign from service to the Congregation for a minimum of one year following the end of each sabbatical leave. The Congregation agrees to take no action on ministerial tenure during a sabbatical leave except for extreme and unexpected circumstances and only after consultation with the UUA Transitions Director.

NOTE: THIS HAS BEEN PROBLEMATIC FOR THE CONGREGATION TO IMPLEMENT IN THE PAST – WE NEED TO BUDGET A SAVINGS ACCOUNT EACH YEAR TO COVER ADDITIONAL EXPENSES WHILE THE MINISTER IS ON SABATICAL TO RECOGNIZE THE LIABILITY THE CONGREGATION INCURS OVER TIME AS THE MINISTER ACRUES SABBATICAL TIME. PROBABLY SHOULD BE \$3000/YEAR TO COVER ADDITIONAL EXPENSES THE CONGREGATION WOULD INCUR FOR MINISTERIAL COVERAGE DURING SABBATICAL TIME.

5. EMPLOYMENT TERM AND TERMINATION²³

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

5.2 Termination by Resignation or Retirement: The Minister may terminate voluntarily by providing ninety (90) days notice in writing to the Chair of the Board, and such termination will become effective at the expiration of the ninety (90) day period or any mutually agreed upon longer period. The Minister agrees to continue to perform all duties during such notice period and to take all necessary steps to effectuate an effective transfer of duties during that time. At its option and discretion, the Board may reduce or eliminate the ninety (90) day notice period and provide pay in-lieu of notice for the time period that the notice is shortened or eliminated.²⁴

5.3 Termination Due to Death or Disability

5.3.1 Termination Due to Death: Upon the Minister's death, the Minister's beneficiaries will be entitled to receive any death benefits to which Minister is entitled under any insurance plans. In the case of the UU Retirement Plan, participants are 100 percent vested, and beneficiary designations made by the participant are kept on file by the retirement plan Recordkeeper. Accrued vacation will be compensated in the financial equivalent to the Minister's beneficiaries.

5.3.2 Termination Due to Disability: In the event that the Minister is found eligible for long-term disability benefits and/or is absent from work, or physically unable to perform duties at the conclusion of the Extended Medical Leave outlined in Section 4.7, the Congregation has the right to terminate the Minister's employment upon written notice to the Minister. The Minister will be entitled to receive any long term disability benefits to which Minister is entitled under any insurance plans. The Congregation's payments for the Minister's benefits will cease immediately upon termination, but the Minister will

²³ **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..

²⁴ **Section 5.2 Resignation; Section 5.3 Termination Due to Death and Disability; and Section 5.5 Termination:** In determining the duration of benefits, Congregations are advised to consult with UUA Office of Church Staff Finances since the rules of the various benefit plans (retirement, health, dental, life, and long-term disability) may limit or restrict the Congregation's ability to extend the benefit after termination of employment.

receive any vested retirement benefits or insurance continuation rights provided by law, insurance contracts or plan documents.

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. If the matter is resolved and the Minister is returned to service, then all leave time will be returned to the Minister, and the Minister will be fully compensated for any unpaid time.

5.5 Termination by the Congregation

5.5.1 Negotiated Resignation: The Board may negotiate the Minister's resignation. In exchange for a General Release of All Claims signed by the Minister, the Congregation will pay the financial equivalent of the Minister's unused vacation and continue the Minister's salary, housing, and the Congregation's contributions toward the Minister's insurance benefits, excluding professional expenses, for an additional one month per year of service up to ten (10), or until the Minister has begun service in another comparable position, if sooner. The continuation of benefits is subject to the provisions of the various benefit plans.²⁵

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

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

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

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

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

5.5.3.4 is determined by the Board to have seriously neglected the ministerial responsibilities under this Agreement, improperly used Congregational funds for personal gain, and/or to have engaged in activities that egregiously violate the UUMA guidelines.

²⁵ **Section 5.5.1 Negotiated Resignation/Severance:** Retirement Contributions may not be made as part of a Severance Agreement according to Federal Regulations except for previously earned amounts.

5.6 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 Minister agree that the circumstances leading up to a termination need to be understood during the subsequent period of interim ministry and discussed with prospective ministerial candidates.

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

6. DISPUTE RESOLUTION

6.1 Mediation: The Minister and the Congregation will seek to resolve any disputes concerning the interpretation or performance of this Agreement or its validity or termination in keeping with UUA Principles 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 Minister, one Unitarian Universalist Minister appointed by the Congregation's Board, and a third individual appointed by the first two arbitrators. The tribunal will operate under procedural rules developed by the Unitarian Universalist Association's Ministries and Faith Development staff group. The cost of the arbitration will be split by the Minister and the Congregation.

7.0 AMENDMENT AND CHOICE OF LAW

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

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

7.3 This Agreement is subject to the laws of the State of Ohio 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 _____, 2019.

For the Congregation:

Andrew Crabb, President _____ Date: _____

Rev. Joseph Boyd, Minister _____ Date: _____

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