

SAMPLE MINISTERIAL LETTER OF AGREEMENT BOISE UNITARIAN UNIVERSALIST FELLOWSHIP

This letter of agreement is between the Rev. _____, hereinafter the "Minister," and the Board of Directors of the Boise Unitarian Universalist Fellowship (BUUF), hereinafter the "Board" as representative for the congregation.

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. Except for the departures specifically noted herein, the expectations of the Minister and the Congregation are those described Appendix A to this agreement.

1. The Minister agrees: To serve as minister of the Congregation of the Boise Unitarian Universalist Fellowship beginning August 16, 2015 and indefinitely until ended as specified in Article 5 of the agreement.

2. The Board agrees: to provide the following compensation, benefits, and professional expenses:

2.1 Salary plus Housing Allowance (S&H):

2.1.1 An annual salary of between \$66,000.00 - \$75,000.00.

2.1.3 The Board will honor the minister's request that a portion of salary be designated Housing Allowance.

2.2 Benefits:

2.2.1 Retirement plan contribution of 10% of total S&H will be made by due date to the Unitarian Universalist Organizations Retirement Plan.

2.2.2 In lieu of employer's portion of FICA, 7.65% of S & H will be payable monthly to the minister.

2.2.3 Medical insurance: 80% of premium for the Minister and 50% of premium for spouse/partner and dependents up to a maximum of \$ 8,500.00 annually.

2.2.4 Long-term disability income insurance for the minister at 100% of premium.

2.2.5 Group term life insurance will be provided in an amount equal 200% of the annual S&H.

2.3. Professional expenses:

Provide for payment of professional books and materials and for travel to professional meetings and assemblies. A budget not to exceed 10% of S&H is provided for these expenditures. The Minister upon submittal of a payment voucher with attached receipts shall be reimbursed promptly. The voucher will be in accordance with an Professional Expenses Accountable Reimbursement Plan developed jointly by the Minister, President, and Treasurer.

2.4. Total Compensation:

The total cost to the congregation of salary and housing plus the additional benefits and professional expenses is estimated between \$ 93,800.00-\$105,000.00. The 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.

2.5 The Board will review the Minister's compensation annually in consultation with the Personnel and Finance Committees, 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.

2.6 The Board will present to the Congregation such recommendations as a part of the normal budgeting process, and shall act upon them at the annual congregational meeting held for this purpose.

2.7 Relocation Expense

As a one-time expense, to reimburse the Minister up to a maximum of 10% of S&H for all eligible relocation expenses actually incurred in relocating from _____ (*Minister's present residence*) to a location in or near Boise. Eligible expenses include transportation of the Minister by air, rail, or car, with lodging (reasonable local rate) en route, and moving by a licensed or self-service moving company of the minister's professional materials, personal items, household effects, and automobile.

3. The Board further agrees: to provide the following types of leave:

3.1 Annual Leave

3.1.1 To relieve the Minister of all responsibilities and to permit his/her absence from the area for a total of eight weeks of paid annual leave during the contract year taken during period developed in cooperation with the Board.

3.1.2 Four of these weeks will 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.

3.1.3 Four of these weeks will 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.

3.2 Sick, Medical, Disability, Birth/Adoption, and Family Leave

3.2.1 *Sick Leave:* The Minister shall be credited with 10 sick days on the first day of service for the year prorated as necessary for a partial year served. Up to 10 days of accrued sick leave may be carried forward each year, but in no case may the total balance exceed 20 days. Sick leave may be used for the minister's illness or for the illness of a member of the minister's immediate family.

3.2.2 *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, 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 section 5.1 for consequent termination]

3.2.3 *Health 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 insurance premiums will be discontinued and the minister will be offered COBRA coverage if available.

3.2.4 *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.

3.2.5 *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, life, and long-term disability insurance.

3.2.6 *Family Medical Leave:* After serving for at least twelve months, the minister may take up to 12 weeks of unpaid leave to care for an immediate family member defined here as a 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, life, and long term disability insurance.

3.3 Sabbatical Leave:

3.3.1 The Minister shall use sabbatical leave for study, education, writing, meditation, and other forms of professional and religious 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 Board

must approve the dates of the sabbatical leave at least one year in advance of its commencement.

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

3.3.3 Every fiscal year, the Board 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.

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

3.3.5 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.

3.3.6 The Congregation agrees to take no action or make changes to employment status during ministerial sabbatical leave.

4. It is further understood that:

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

4.2 The Minister's time spent in participating in PNW District, Pacific Western Region, UUMA, and UUA events are regarded as part of his/her professional responsibilities.

4.3 The Board will cooperate fully with the Minister in the performance of his/her duties. The Minister shall have freedom of the pulpit, and shall use his/her time as he/she deems necessary for the fulfillment of this ministry.

4.4 The Minister will have access to all financial and stewardship information.

4.5 Discretionary Fund:

A Minister's discretionary fund for charitable and church-related needs shall be funded annually by a line item in the operating budget. The Minister may contribute to the fund from honoraria received for performing weddings, memorial services, etc., but shall not be required to do so. The Minister shall have full control of the distribution of the discretionary fund.

5. Disputes And Termination

5.1 The term of this agreement is indefinite. It will continue until the Minister provides the Congregation with at least 90 days notice of intent to resign or retire, or until the Congregation provides the Minister with at least 90 days' notice of intent to dismiss, or until the long-term disability or death of the Minister. In the event that the Minister resigns during the contractual period (first year of agreement), he/she will return any relocation expenses received.

5.2 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 Board, 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.

5.3 The procedures in the BUUF bylaws will be followed in making the decision to dismiss the minister

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

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

5.6 In the event that the minister's resignation is negotiated, salary, housing allowance, and benefits will continue for one month per year of service up to 12 months from the date of dismissal, or until the Minister has begun service in another position, whichever is sooner.

5.7 The Minister may be dismissed with less than ninety days' notice, and without the severance payments described in Section 5.6 of this Agreement, if the Minister

5.7.1 is convicted of a felony

5.7.2 has their Ministerial Fellowship with the UUA terminated or suspended

5.7.3 is found by the Board to have engaged in physically or sexually abusive acts toward a member of the Congregation, a Congregation employee, or a child, or

5.7.4 is found by the Board to have grossly neglected 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.

6. Amendment

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

6.2. This Agreement will be reviewed at least every two years.

6.3. This Agreement is subject to the laws of the State of Idaho 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.

7. 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.

For the Board: _____ **(signature)**

Name and title: _____

Date approved: _____

Minister: _____ **(signature)**

Date Accepted: _____

Appendix A

EXPECTATIONS

1. Shared Leadership

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.

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 Director's and the Congregation's committees.

2. Leadership Goals

Within the first year of ministry, the Minister, Board of Directors, and any relevant committee serving as ministerial and congregational support, with the assistance of an outside facilitator, will engage in an overnight 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.

3. Pulpit and Worship Services

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

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

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. Worship services will be developed in collaboration with the Worship Committee.

4. Services to Persons

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 when appropriate and in conjunction with the Congregation's Congregational Care Team. The Minister will maintain awareness of her/his own limitations, and will refer members for professional counseling and other specialized services as appropriate.

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

5. Services to the Board and Committees

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

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.. 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.

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.

7. Relationship to Church Staff

7.1. The Minister is chief of staff, but may In consultation with the Board delegate day-to-day supervision of the performance of staff members to appropriate committees.

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

8 Work schedule and Days Off

8.1. The minister works a full time schedule and will use that time as he/she deems necessary to meet the pastoral, worship and administrative needs of the congregation. If the Minister does not maintain identified office hours, he/she will respond to all requests within one week.

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.

9. Congregational Health and Evaluation

The BUUF Committee on Ministry will monitor and nurture the health of the ministry of the Congregation. The Board in consultation with the Minister establishes its composition and duties. This committee annually conducts an assessment of the ministry of the congregation, including the minister as part of a review and renewal of the leadership and ministry of the Congregation.