Ministerial Agreement

Unitarian Universalist Fellowship of Dubuque, Iowa ("The *Congregation") AND [Name of Minister] ("The* Minister") jointly enter into this covenantal agreement.

1. GOALS AND RELATIONSHIPS

1.1 Intent

The intent of this Agreement is to set forth the responsibilities and obligations of the Minister to the Congregation and of the Congregation to the Minister. The relationship between the Congregation and the Minister must be grounded in open communication and mutual trust. In most situations, the Congregation will act through its Governing Board (referred to as the "Board").

1.1.1 Definitions

1.1.1a Unless a specific committee is identified herein, "Committee" shall refer to all committees, work groups, task forces, and teams of the Congregation.

1.2 Shared Leadership

1.2.1 Consistent with our understanding of the covenant that binds us in an evolving living tradition, the Minister and the Congregation share the leadership and ministry of the Congregation. The relationship of the Minister and the Congregation will be in accordance with Unitarian Universalist Ministers Association (UUMA) Guidelines for the Conduct of Ministry. (See https://www.uuma.org/guidelines.)

1.2.2 The Congregation looks to the Minister to provide:

- Spiritual leadership in cooperation with the Program Committee,
- Historical and theological perspective,
- Leadership in developing our Pastoral Care resources
- Officiating at major life events as requested by members and friends
- Consulting with the Religious Exploration Committee on curriculum
- Ministerial representation within the Dubuque community

1.2.3 The Minister looks to members of the Congregation to:

- Live out the Congregation's mission and vision,
- Demonstrate effective leadership,
- Be open to change,
- Broaden the meaning of community, and

- Communicate issues or concerns in a forthright and respectful manner through established communication channels.

1.2.4 The Board 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 consistent with Unitarian Universalist values.

1.3 Monitoring and Nurturing the Health of the Ministry

1.3.1 Start-Up: Within the first year of ministry, the Board will consult UUA Congregational Life Staff regarding if and when a start-up consultation or retreat would be helpful.

1.3.2 Assessment: The Board and the Minister will monitor and nurture the health of the Congregation's ministries through regular assessments. In addition, the Board and Minister will also agree upon a process to periodically assess the work of the Minister. Assessment methodologies will be collaboratively determined by the Board (or their designee) and the Minister.

1.3.3 Anti-Racism, Anti-Oppression and Multicultural Awareness: The Congregation and the Minister commit to addressing the systemic prejudices and biases found within all parts of society. This work includes ensuring that the Minister(s), staff, and members are trained to understand, welcome, and better serve an increasingly diverse community.

The Board and Minister(s) will continually address the ways that systems of oppression within and beyond our Congregation are perpetuated and agree to collaborate on a joint process of reflection 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 lives.

1.3.4 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, aware that these differences can be sources of both strength and challenge.

- The Board, the Minister, and the Ministerial Liaison Committee commit to honest and ongoing communication about how identity and power impact and shape the congregation.
- The Board and Minister commit to addressing concerns that arise, recognizing that conflict is inherent to a diverse community.

- Congregational leaders will consider how differences in identity, experience, or power might be a factor in any conflict.
- The Board and Minister will hold themselves accountable to our shared values and may seek an outside facilitator from the UUA or other mutually agreeable organization to assist in resolving conflicts.

2. RESPONSIBILITIES

2.1 Services to the Board and Leadership Groups

2.1.1 Board: The Minister will be a consultant to the Board. The Minister will bring to the attention of the Board matters significantly affecting the morale of, camaraderie of, and cohesiveness within the Congregation.

2.1.2 Committees: The Minister will serve as a consultant to all Committees, called upon when needed.

2.2 Pulpit and Worship Services

2.2.1 Free Pulpit: The pulpit is free. The Minister is expected to express personal and faith values, views, and commitments that are consistent with our understanding of our evolving living tradition without fear or favor.

2.2.2 Accountability for Worship Services: The Minister will cooperate with the Program Committee to schedule and select topics for worship services. The Program Committee will provide facilitators for minister-led worship services. The Minister affirms that all sermons and original liturgical materials presented during the term of this agreement shall be the Minister's own original work, prepared in keeping with the values of intellectual honesty,

2.2.3 Leading Worship: The Minister will lead or co-lead worship for a minimum of 12 Sundays each year.

2.3 Other Ministerial Services

The Minister will lead in developing a Pastoral Care structure and resources that meet the needs of the Fellowship. Minister may choose, when asked by members and friends, to officiate at weddings, child dedications, and memorial services and expect a honorarium from the requesting members and friends.

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 Congregational Governance by the Board

2.5.1 Being a lay-led Fellowship, the Congregation will be governed in all respects by the Board. The Board reserves the right to delegate aspects of Congregation activities and policies to its Committees. The Board will request consultation with the Minister as needed; Committees as well will request consultation with the Minister. The Minister will have a closer working relationship with the Program Committee due to the ongoing worship service development.

3. COMPENSATION

3.1 Salary and the Allocations to Housing Allowance

3.1.1 Salary and Housing Allowance: The Congregation will provide to the Minister an annual starting salary, including housing allowance, of $8,975. Salary and Housing shall be payable monthly, on or before the first of each month.

3.1.1.a 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 UUA Compensation Standards, the Congregation agrees to provide employee benefits as follows**:**

3.2.1 Payment-in-Lieu of Social Security/Medicare Tax: The Congregation will make a [per paycheck/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.

3.3 Annual Compensation Review: 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, cost of living

changes, benefit cost increases, UUA recommendations across the staff team, and the financial means of the Congregation. Such recommendations will be considered as a part of the normal budgeting process. An increase in the amount of compensation will not alter the other terms of this agreement.

3.4 Intellectual Property: All notes, research, sermons, audio and video recordings, 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 may offer and negotiate reasonable expenses associated with relocating the minister to the Congregation. All reimbursements and/or payments of moving expenses will be fully taxable under federal law and may be taxable under applicable state law.

4. WORK SCHEDULE AND HOURS

4.1 Work Schedule: The Minister will set their own schedule in preparing for worship services, delivering worship services, consulting with committees on their schedule, and choosing to officiate at major life events.

4.2 Work Hours: The Minister will commit ten hours per week on average to the congregation and report their hours worked by date on a monthly basis to the Ministerial Committee. The Ministerial Committee will review this information and make quarterly recommendations to the Board prior to the Quarterly Ministerial Review.

5. EMPLOYMENT TERM AND TERMINATION

5.1 Term: The Minister will serve the Congregation for a one-year period beginning (date) and ending (date). If the Congregation wishes to extend this agreement, the Board should notify the Minister three months in advance of the ending date.

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; such termination will become effective at the end of the ninety (90) day period or any mutually agreed upon longer period. The Minister will continue to perform all duties and to provide for 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 duration of time period for which the notice is shortened or eliminated.

5.3 Termination Due to Death or Disability

5.3.1 Termination Due to Death: Upon the Minister's death, earned, unpaid salary will be compensated to their heirs in a manner consistent with state law.

5.3.2 Termination Due to Disability: In the event that the Minister is absent from work or physically unable to perform duties, the Congregation has the right to terminate the Minister's employment upon written notice to the Minister. The Congregation's payments for the Minister's benefits will cease immediately upon termination.

5.4 Administrative Leave/Suspension:

5.4.1 The Board may place a Minister on administrative leave, with pay at its discretion, to allow for an investigation of any complaints or concerns.

5.4.2 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.

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 continue the Minister's salary and housing compensation for one month, which is a period defined as administrative leave, or until the Minister has begun service in another comparable position, if sooner.

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. In order to pass any resolution regarding the dismissal of the Minister, a majority of members present and eligible to vote at a valid Congregational meeting must vote in favor of the dismissal. If dismissed by vote of the Congregation, the Minister will receive a financial settlement equal to one months' salary and

housing compensation 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. Appropriate UUA regional and/or headquarters staff will be consulted before dismissing a minister under the terms of this clause.

5.6 Non-Disclosure/Confidentiality Clause: No non-disclosure and/or confidentiality clause will be included in any negotiated agreement. The Congregation and the Minister agree that the circumstances leading up to a termination need to be understood during the subsequent transition period and discussed with prospective ministerial candidates.

6. DISPUTE RESOLUTION

6.1 Mediation: The Minister and the Congregation will seek to resolve any disputes concerning the interpretation or performance of this Agreement or its validity or termination in keeping with UUA Principles 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, UUA Congregational Staffing Program Director, a UUMA Good Officer, or a similar resource.

6.2 Arbitration: If an effort to mediate or otherwise resolve a dispute related to this employment agreement or to the employment relationship has been unsuccessful, then one or both parties may seek to solely and finally resolve

the dispute 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. AMENDMENT AND CHOICE OF LAW

7.1 Amendments: The terms of this Agreement may be changed by mutual consent of the Minister and the Board. An increase 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.

7.4 Choice of Law: This Agreement is subject to the laws of the State of Iowa 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.

7.5 Copy:

A signed copy of this agreement will be emailed to Transitions@uua.org.

Agreed to this ____ day of _____, 20_____.

For the Congregation: _____, President

Date:_____

_____, Minister

Date:_____

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