***Note:* We cannot approve requests for individuals to edit this document** as that would change what subsequent viewers see. Please download and customize.

MINISTERIAL EMPLOYMENT AGREEMENT FOR HALF-TIME HIRED (i.e., contract) MINISTRIES

Note: This sample agreement is a working draft that has been adapted from the 2018 UUA/UUMA Recommended Ministerial Agreement for Full-time Senior, Lead, and Solo Ministries (Word). This link now goes to a newer version of that agreement.

INTRODUCTION: Congregational traditions, governance structures, needs, and resources vary greatly among the approximately 1,100 UUA congregations. This half-time Ministerial Agreement is adapted from a model provided by the Unitarian Universalist Association and the Unitarian Universalist Ministers Association to assist Congregational leaders and ministers in drafting a ministerial agreement that meets their mutual needs. UUA Congregational Life, Church Staff Finances, and Transitions staff are available to provide additional resources and answer questions.

This sample agreement is not intended to be legal advice. Congregations and ministers are advised to consult their own legal counsel in order to tailor this document both to each Congregation's specific needs and to the employment laws of their state and locality. This agreement is intended for ministries beginning in or after Summer 2021. Congregations and ministers already in an agreement with one another can explore mutually whether to adopt any, all, or part of this agreement.

This Agreement is for Congregational boards hiring a half-time Minister.
The UUA Office of Church Staff Finances welcomes suggestions for improving this document. Please direct specific comments/recommendations to Jan Gartner, Associate Director, UUA Church Staff Finances, at comp@uua.org.

Because the expectations of part-time ministry vary from congregation to congregation, and smaller congregations have different constraints than larger congregations, we have highlighted sections that need to be addressed for your situation with the congregation and minister in consultation. Our core values of relationship, mutuality, and consent will help guide you as you work out these details together. These sections can be changed to plain formatting once you have an agreement.

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Ministerial Agreement

THE BOARD of the UNITARIAN UNIVERSALIST CONGREGATION OF CITY/STATE ("The Board") AND THE REVEREND NAME ("The Minister") JOINTLY ENTER INTO THIS EMPLOYMENT AGREEMENT

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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 Board and of the Board 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 Board and the Minister must be grounded on both sides in open communication, mutual trust, good faith, and an open and agreed-upon process.

1.2 Shared Leadership

1.2.1 The Minister and the Board share responsibility for the leadership and ministry of the Congregation. This relationship is one of discovery 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.

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.

Additional mutually-agreed-upon expectations of this half-time ministry include: (Delete any of the following expectations of full-time ministry that will not apply to this half-time ministry.) 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 any 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.

1.2.4 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.

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 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.

1.2.7 Anti-Racism, Anti-Oppression and Multicultural Awareness: The Board 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 any 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. When congregations call ministers who themselves hold historically or currently marginalized

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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.

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.

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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 the following committees, task forces, or teams. 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.

(List committees/teams/task forces here)

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 the following responsibility and authority over worship services:

(Articulate your mutually-agreed upon agreements, especially regarding responsibility for Sunday services when the minister is not in the pulpit.)

All rites of passage, 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 ## (pro-rated from 30-35) Sundays each year, as well as the following major religious holiday(s) observed by the Congregation: (list holidays here).

2.2.4 Reserve/National Guard Service (Add if the Minister serves as a Reserve or National Guard Chaplain): The Congregation and Minister recognize the benefits and challenges of having a Minister serve as a Chaplain in the Reserve or National Guard. The Board and Minister will work together to ensure the needs of the Congregation are met during periods of military service by the Minister. In doing so, the Board and Minister will look for guidance to the UUA Guidelines for Reserve and Guard Chaplain Support (pdf). (Delete if not applicable.)

2.3 Other Ministerial Services

2.3.1 Pastoral Care

The minister will be available (spell out the terms, e.g. every other week, Sunday-Tuesday, or whatever is your agreement) to provide pastoral care services, including crisis intervention and visitation of the homebound, sick, dying, and bereaved members of the congregation without fee or honorarium. The Minister will maintain awareness of personal limitations and boundaries, and will refer members for professional counseling and other specialized services as appropriate. The Congregation's pastoral care associates will provide pastoral care for other times.

2.3.2 Rites of Passage

The Minister will be available for rites of passage, including weddings, child dedications (other than during the regular Sunday service), and memorial services at standard UUMA

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fees for service and within the times of availability spelled out elsewhere in this agreement. (Optional: The congregation will compensate the minister using standard UUMA fees for service for memorial services of church members and their dependents.)

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 is/is not expected to be active in the community beyond the Congregation. (If this ***will*** be an expectation, note hours per month, and expectations of how the minister should connect the congregation to the community.)

2.5 Relationship to Congregational Staff:

Sample Options:

a. All staff, including the minister, will be supervised by the board.

b. The minister will supervise the staff, with hiring and dismissal being done in partnership with the board. The minister will be supervised by the board.

c. The minister will have the authority to hire, supervise and/or dismiss staff. The minister will be supervised by the board.

3. COMPENSATION, BENEFITS, AND PROFESSIONAL EXPENSES

3.1 Salary and the Allocations to Housing Allowance

3.1.1 The Congregation will provide to the Minister a starting salary, including housing, of $_____ (per week or per month) which on an annual basis is $_____. Salary and Housing shall be payable [monthly on or before (date), or semi-monthly beginning on (date).]

[Note: Select one of the following subsections depending upon whether the Congregation provides a parsonage to the Minister].

> **3.1.2.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. OR

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3.1.2.b Parsonage: The Minister will have free use of the parsonage at [address]. The fair rental value of the Parsonage is estimated at $_____, and may be adjusted annually by the Board as appropriate. All reasonable and necessary maintenance and repairs will be performed promptly at the Congregation's expense. In addition, the Congregation will provide a Parsonage Allowance of $_____ to be used by the Minister for utilities, cable, phone and internet, lawn care, snow removal, and other incidental expenses associated with the Parsonage. This amount will be reviewed annually, and adjusted for increased costs.

3.2 Employee Benefits and Professional Expenses: Consistent with the UUA Compensation Guidelines, 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.[1]

3.2.2 Professional and out-of-pocket expenses: The Congregation will provide the greater of 10 percent of Salary and Housing or $4,000 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 fair market value or the fair market value may be imputed as income on the minister's paycheck.

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[1] **Section 3.2.1 Payment-in-Lieu:** The salary cap for the Social Security portion of FICA (6.2%) is $128,400 in 2018 while the Medicare portion (1.45%) on compensation up to $200,000 and 2.35% above $200,000. It is important that congregations NOT pay FICA directly for the minister to the IRS, but rather the in-lieu payment should be paid to the minister who must make quarterly self-employment taxes.

3.2.3 Retirement Contribution[2]: The Congregation will make contributions to the UU Organizations Retirement Plan (or another qualified church retirement plan) in the amount of _____% of the salary and housing benefit. If the UUA Retirement Plan, the amount of the Employer's Contribution and any Employer's Matching Contributions will be consistent with the legal commitments adopted by the Congregation and submitted in the Congregation's Participation Agreement to the UUA Office of Church Staff Finances. These commitments apply to all employees who have met the governing Plan's Year of Eligibility Service provision. All contributions will be submitted by the applicable federally-regulated due date for each contribution type. All eligibility and participation requirements, benefits and other conditions will be determined by the Plan Sponsor pursuant to the applicable plan document and federal law. (Note: The UUA recommended employer contribution for all staff meeting the requirements of the UUA Plan is 10 percent of salary (and housing for ministers).)

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

Note: Employer contributions noted in parentheses are based on full-time employment and may need to be adjusted for part-time employment.

3.2.4.1 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.

New in September 2024: The UUA does not have a position on whether congregations should help their employees pay for health insurance obtained through other sources. However, if a congregation does want to help staff pay for

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[2] **Section 3.2.2 Retirement Contribution:** The UU Organizations Retirement Plan is a qualified 401(a)/(k) defined contribution plan and is federally regulated. All employees who satisfy the Plan's Year of Eligibility Service provision (See 2.42 in the UUA Plan document) must be enrolled in the UUA Retirement Plan and must receive the same percentage employer retirement contribution. Congregations that have elected to also offer employer's Matching Contributions provide them only to those employees who a) are eligible for employer's Retirement contributions and b) make their own voluntary pre-tax salary-reduction elective contributions. The Congregation cannot offer to the Minister a higher percent employer contribution than they do to other staff members. In agreeing to participate in the UUA Retirement Plan, Congregations agree to abide by the rules of the Plan and, if necessary, to update the personnel policies of the Congregation to match those governing the UUA Plan. The UUA Retirement Plan requires a minimum employer contribution of 5 percent to all eligible employees, and the UUA Compensation Guidelines urge Congregations to make an employer contribution of 10 percent or more. UUA Compensation Guidelines can be found at: www.uua.org/compensation. As of December 2017, 84% of participating congregations provide an employer contribution of 10% or more.

other health insurance, we urge the leadership to establish a clear, transparent, equitable, and legal policy that applies across the staff team. See https://www.uua.org/leaderlab/other-insurance to learn how to legally help employees pay for other health insurance.

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

3.2.4.3 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.

3.2.4.4 Group Term Life Insurance: Employer payment of 100 percent of premium for group life insurance provided by the UUA, or its equivalent. The required portion of the premium paid on behalf of the Minister will be imputed as taxable income on the Minister's W-2 as required by law.

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

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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 $XX in relocation expenses to relocate the minister to the Congregation. An estimate

of the cost will be submitted to the treasurer for approval. All reimbursements/payments of relocation/moving expenses will be fully taxable under federal law and may be taxable under applicable state law.[3] (Delete if not applicable.)

4.0 WORK WEEKS AND LEAVE PROVISIONS

4.1 Work Week/Month: Ministry is a calling and the Minister is an exempt part-time professional. In recognition that ministry is time intensive with widely varying hours, and that half-time ministry needs clear boundaries, the Minister and the Board agree to the following monthly schedule:

(Spell out the terms, e.g. every other week, Sunday-Tuesday, or whatever is your agreement)

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

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[3] **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.

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 the equivalent of two full-time weeks (i.e., four half-time weeks) of study leave per year. The Congregation understands that the Minister is working 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 the equivalent of two full-time weeks per year (i.e., four half-time weeks). 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 5 sick days (or 10 half-days) per calendar/fiscal year, and with sick days on a prorated basis at the beginning of the initial partial year. Up to 5 days of accrued sick leave may be carried forward each year, but in no case may the balance exceed10 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 ***[Revised 04/2025]*** **Extended Medical Leave**: Should the Minister suffer an illness, injury, or disabling condition that requires a prolonged absence, the Congregation will place the Minister on Extended Medical Leave. Extended Medical Leave begins when the minister discontinues work due to an illness or disabling condition, and it ends after 90 days or when the minister is able to return to work.

- If the Minister participates in the UUA Long-Term Disability plan, the Congregation will contact UUA Church Staff Finances for information about submitting a claim.
- If an LTD claim is being evaluated and a decision hasn't been made at the 90-day mark, the congregation will extend the medical leave for an additional two weeks.
- Following the exhaustion of all sick, vacation, and study leave, the Congregation will provide 75% or more of the Minister's usual Salary and Housing Allowance for the remainder of the extended medical leave.

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- The Congregation will continue to contribute to all employee benefits as provided by this Agreement.
- If the Minister is able to return to work full-time before the end of the 90-day period, the Congregation will make up any difference between the amount already paid during the Extended Medical Leave and 100% of salary + housing, payment in lieu of FICA, and retirement contribution for that time.
- During Extended Medical Leave, vacation, sick, and study leave do not accrue.

4.7.1 During Extended Medical Leave, vacation and study leave do 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.[4]

4.8 Parental Leave: The Minister may take 12 half-time 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.

4.9 Leave for a Family Member: The Minister may take up to 12 half-time 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.

4.10 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

[4] See Section 5 for termination provisions.

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paid leave. For the death of a family member outside the immediate family, the Minister may take up to 5 days of paid leave.

4.11 Sabbatical Leave

4.11.1 If the Minister serves a congregation through a succession of limited-term agreements, sabbatical leave accrues at a rate equivalent to one half-time month per year of service, with leave to be taken after four but before seven years of service. The ministers may use sabbatical leave for study, education, writing, meditation, and other forms of professional, religious, or personal growth. No more than six half-time months of sabbatical leave may be used within any twelve-month period. The dates of a proposed extended sabbatical should be submitted to the Board for approval at 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 accrue during sabbatical year, but should be taken at another time during the year unless authorized by the Board.

4.11.2 The Board will continue full salary, housing allowance, and benefits during sabbatical leave. Professional expenses, if used for sabbatical travel, are subject to IRS regulations.

4.11.3 Unused sabbatical leave is not compensable upon departure.

4.11.4 The Minister agrees not to resign from service to the Congregation for a minimum of one year following the end of a sabbatical. 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.

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5. EMPLOYMENT TERM AND TERMINATION[5]

5.1 Term: The Minister will serve the Congregation for a one year period beginning (date) and ending (date).

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

5.3 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

[5] **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.

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.[6]

5.4 Termination Due to Death or Disability

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

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

5.4.3 Parsonage upon Minister's Death or Termination Due to Disability. In the event of the Minister's death, the parsonage will be available for continued use by the Minister's family for at least three months on the same financial terms as to the Minister. In case of a termination due to disability, as defined above in 5.3.2, the Minister may remain in the parsonage for three months following notice of termination. (Delete if not applicable.)

5.5 Termination by the Board

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[6] **Section 5.3 Resignation; Section 5.4 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.

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), which is a period defined as administrative leave, 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.

5.5.2 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

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

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

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

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

5.6 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.

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6. RENEWAL OR AMENDMENT OF AGREEMENT

6.1 The terms of this Agreement may be changed by mutual consent of the Minister and the Board, 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.

6.2 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.

6.3 This Agreement will be reviewed yearly by the Board and the Minister.

6.4 This Agreement is subject to the laws of the State/Commonwealth of _____ and the bylaws and/or Constitution of the Congregation. It has been drawn, offered, and accepted in the spirit of the Principles and Purposes of the Unitarian Universalist Association.

6.5 Agreed to this ____ day of _____, 20_____.

For the Board:

_____, President/Moderator/Board Chair

Date:_____

_____, Minister

Date:_____

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cc: Regional Lead, Congregational Life Staff, UUA