

## LETTER OF AGREEMENT

The Unitarian Universalist Congregation located in Blacksburg, Virginia, hereinafter the Congregation, and the Rev. Helen Christine Brownlie, hereinafter the Minister, jointly enter into Letter of Agreement effective (date)

### **Intention**

The intent of this Agreement is to set forth the broad responsibilities and obligations of each party. It is recognized that no matter how carefully this Agreement is written and observed, the relationship between the Congregation and Minister must be grounded in open communication, mutual trust, good faith, and open and fair process on both sides. It is expected that the relationship will grow and change with circumstances and that the Agreement will be reviewed every three years.

### **Expectations**

The Minister and the Congregation share responsibility for the leadership and ministry of the Congregation. Achieving and maintaining this collaborative relationship must also be shared. The Congregation is represented in matters of policy by the Board, which sets goals and objectives on an annual basis and coordinates with the Minister on the action plans to meet those goals. This letter of agreement is signed by the President of the Board as representative of the Congregation and the Board.

### **The Role of the Minister**

The Congregation looks to the Minister for spiritual leadership and initiative, for assistance in setting and communicating its vision, for professional performance, and oversight of the Congregation's programs in collaboration with the Board and the Congregation's committees. It is expected that the Minister will take advantage of professional education opportunities, as she deems appropriate.

### **Evaluation**

There will be an annual process to evaluate the work of the Minister, to be conducted jointly by the Minister, the Committee on Ministries and President of the Board. This process will begin with a collaborative session between these parties in which the Minister sets her goals for the coming year in the areas of worship, spiritual leadership of the congregation, pastoral care, service to the board, service to the congregation, and community involvement and outreach. There will be a mid-year and year-end review between the Minister, Committee on Ministries and the President of the Board to discuss progress and/or make adjustments to the goals of the Minister.

### **Leadership Goals**

Before the beginning of the church year in the fall, the Minister and the Board will hold a retreat to establish the Board's goals for the coming year. If finances allow, the board may retain a facilitator, preferably from outside the congregation, to lead the retreat. Objectives for this

retreat include reaching a mutual understanding about sharing leadership and responsibilities and establishing a schedule for mid-year and end-of-year review and evaluation of the ministries of the congregation that would include the work of the Minister and the Board..

### **Freedom of the Pulpit**

The Minister shall have complete freedom of expression both in the pulpit and elsewhere. When speaking in public, the Minister will take care to establish that she is speaking for herself and is not representing the views of the Congregation, unless she has been authorized to do so in advance.

### **Worship Services**

The Minister, in coordination with the Worship Associates, will be responsible for all worship services (including seasonal celebrations and rites of passage, such as weddings, child dedications, funerals and memorial services) except for those services for which the Worship Associates assumes responsibility. It is expected that the minister will be in the pulpit for 30 to 34 services a year with each Sunday counting as one service.

The Minister will be free of preaching responsibilities one Sunday per month. The Minister is not required to attend the service or perform other duties related to the congregation on those Sundays when she is not preaching.

### **Services to Persons**

The Minister will serve members in their needs for pastoral care including crisis intervention, visitation of the homebound, sick, dying, and bereaved, and counsel to those within the congregation as requested. The Minister will maintain awareness of her own limitations and will refer members for professional counseling and other specialized services as appropriate.

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

### **Services to the Board and Committees**

The Minister will be an *ex officio* member without vote of the Board. The Minister will report to the Board at its regular meetings, informing the board of her activities and bringing to the board specific concerns as they arise.

The Minister will attend meetings of the Committee on Ministries, except during executive session. The Minister will be available as a resource, consultant and an *ex officio* member without vote of all committees and task forces, except the Nominating and Ministerial Search Committees, but is not expected to attend meetings

### **Community Activities**

The Minister is expected to act in the community beyond the Congregation on behalf of liberal religious values.

### **Relationship to Church Staff**

The Minister shall lead the paid staff of the congregation and foster communication, productivity, and high morale. In consultation with the Board, the Minister may delegate day-to-day supervision of the performance of staff members to appropriate committees. The Minister shall conduct annual staff evaluations with input from the Board and other congregation leaders, and may recommend personnel actions to the Board. The Board and the Minister, in consultation with the Personnel Committee, will jointly decide on hiring, discharging, and changing compensation of church staff.

### **Office Hours and Days Off**

The Minister will post her “office hours” and days off in the newsletter each month. The Minister will maintain one day per week free of all Congregational responsibilities and one additional day devoted to study and writing during which the Minister will be available for emergencies or other requests at her discretion.

### **Committee on Ministries**

A Committee on Ministries (COM) will be appointed by the Board with recommendations from the Minister and members of the current COM. The role of this committee is to evaluate the overall quality of the ministries of the congregation; to facilitate management of conflict that may arise between members of the congregation and other members, staff members, or the Minister; and to provide feedback and support to the Minister. This Committee will conduct an assessment of the work of the Congregation and the Minister every three to five years as part of a review and renewal of the leadership and ministries of the Congregation. This Committee will also participate in the Minister’s annual goal-setting and evaluation process.

### **Minister’s and Congregation’s Conduct**

The Conduct of the Minister and the Congregation will be in accordance with the Guidelines for Right Relations, which is posted on the congregation website. The essential focus of these guidelines calls for respectful, honest, confidential, constructive, and appreciative communications. Additional expectations are included in the *Code of Professional Practice and Guidelines for the Conduct of Ministry* of the Unitarian Universalist Minister’s Association, available on Association’s website: [www.uuma.org](http://www.uuma.org).

## **COMPENSATION, PROFESSIONAL EXPENSES, AND BENEFITS**

### **Total Ministry Package**

The Treasurer, in consultation with the Minister, will allocate funds to the line items described below. Funds not expended in one category may be allocated to other categories upon mutual agreement of the Minister and the Board and according to IRS regulations.

**Health and Disability/Life Insurance.** The Minister will elect health, disability, and life insurance coverage or provide evidence of alternative coverage satisfactory to the Board. Changes in the cost of the Minister’s health insurance plan during the course of the year shall be borne by the Congregation.

**Retirement Account.** The Minister shall establish a retirement savings account. The amount contributed to the account will be determined by the Treasurer and Minister and approved by the board.

**Professional Allowance.** Within the limits of the agreed professional allowance, the Minister shall be reimbursed for all ordinary and appropriate expenses incurred in the conduct of her work. These expenses will be payable within a reasonable period upon the presentation to the Treasurer of a voucher and receipts by the Minister in accordance with an Accountable Reimbursement Plan. Appropriate expenses for reimbursement include, but are not limited to, travel, automobile mileage, lodging, meals, incidentals, gifts, entertainment, pulpit gowns and other clerical items of clothing, office equipment including computers and furniture, cell phone, conference registration, books, periodicals, dues, and continuing education events.

**Clergy Housing Allowance.** The amount of the Clergy Housing Allowance will be determined by the Treasurer and Minister and designated by the Board.

**Salary.** The Minister's salary will be determined by the Treasurer and Minister and designated by the Board.

### **Annual Review of Compensation**

The Board will review the Minister's compensation annually in consultation with the Committee on Ministry and the Finance Committee. The Board will recommend adjustments to the Congregation taking into account such factors as merit in meeting or exceeding expectations, increases in the cost of living, changes in the costs of benefits, and the most recent Fair Compensation Guidelines established by the UUA Office of Church and Staff Finance. The Congregation shall consider such recommendations as a part of the normal budgeting process, and shall act upon them at the annual congregational meeting held for this purpose.

### **Annual Leave**

Annual leave consists of vacation and study leave. Annual leave shall be scheduled by mutual agreement of the Minister and the Board. Professional development time, including attendance at GA, SEUUMA conferences, and other seminars and training sessions will not be considered as vacation or study leave.

### **Vacation**

The Minister shall have four weeks per year of vacation. During vacations, should an emergency arise that requires the Minister's return, all costs of such return will be borne by the congregation or the individual member making the request, depending on the nature of the emergency.

Vacation not taken in one year may be carried into the next calendar with a maximum of six weeks vacation allowed within a calendar year. The Minister will retain the unused vacation days

### **Study Leave**

The Minister shall have four weeks of study leave a year. During study leave, the Minister shall be free of routine responsibilities but shall be accessible by telephone or other means and be able to return on short notice. If the Minister is required to return due to an emergency, the Minister will bear the cost of travel. The Minister will retain the unused study leave days.

### **Holidays**

The Minister will be permitted to take the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, July Fourth, Labor Day, Thanksgiving, and Christmas Day. If any of these days should fall on a Sunday, another day may be taken with the consultation of the

Board.

### **Disability and Sick Leave**

In the event that the Minister is incapacitated, the congregation shall continue full compensation payments to the Minister for six months or until the Minister's disability insurance benefits begin, whichever comes first.

The Minister may take family sick leave for severe illness or injury to one of her children, or a death in the family. Family sick leave will be granted within reason as determined in consultation with the Board.

### **Sabbatical Leave**

The Minister shall use sabbatical leave for study, education, writing, meditation and other forms of professional and spiritual growth. Sabbatical leave will accrue 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 unless specifically approved by the Board. The dates for the sabbatical plan must be approved by the Board one year in advance.

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

The Congregation may elect to set-aside funds in anticipation of the Minister's sabbatical to fund the additional expenses during the Minister's absence. This money is the property of the Congregation. In the event of the Minister's resignation, termination, or retirement, unused sabbatical leave is not compensable.

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.

### **TERMINATION**

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

The decision to dismiss the Minister shall be made in accordance with the by-laws of the Congregation.

At termination, accrued vacation (up to six weeks, depending on Board approval as per above) will be compensated in the financial equivalent. Accrued study leave will not be compensated.

In the event of dismissal, salary, housing allowance, and benefits will continue for three months from the date of dismissal or until the Minister has begun service in another position, if sooner.

The Minister may be dismissed with less than ninety days' notice, and without severance payments described above, under the following conditions. If the Minister

- Is convicted of a felony
- Has her ministerial fellowship with the UUA terminated or suspended
- Is found by the governing committee of the Congregation to have engaged in physically, emotionally, or sexually abusive acts toward a member of the Congregation, an employee of the Congregation, or a child or youth under any circumstance
- Is found by the governing committee of the Congregation to have grossly neglected her ministerial responsibilities under this agreement and/or to have engaged in activities that bring the Congregation and/or Unitarian Universalism into disrepute in the community.

**AMENDMENT**

The terms of this Agreement may be changed by mutual consent of the Minister and the Board, with the exception of increases in the Total Ministry Package, or changes in termination provisions which require the approval of the Congregation.

This Agreement will be reviewed every three years or at the request of the Minister or the Board.

Date \_\_\_\_\_

\_\_\_\_\_ President

\_\_\_\_\_ Minister