

Blue and ~~strikethrough~~: Differs from UUA template due to UUCB bylaws or policy, or fills in empty blanks

Draft Ministerial Agreement

Unitarian Universalist Church of Berkeley, Kensington, California [~~Name of Congregation, City/State~~]
("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").

1.2 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,
- Historical and theological perspective,
- Assistance with setting and implementing the Congregation's mission,
- **Assistance in setting and articulating the Congregation's vision,**
- **Assistance in accomplishing the Congregation's goals by providing professional, inspired administration,**
- Oversight of the Congregation's programs,
- Leadership of the staff team, and
- Administration of the Congregation's business operations in collaborative partnership with lay leaders and staff.

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, 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 consistent with Unitarian Universalist values.

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

1.2.6 Monitoring and Nurturing the Health of the Ministry: 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.

1.2.7 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.

When congregations call ministers who themselves hold historically or currently marginalized identities, the minister will be free to determine the extent to which they are called to lead in dismantling injustices related to the minister's own identities.

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

- The Board, the Minister, and the Committee on Ministry 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.

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 will 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.
- The unique role of the minister in advising the Nominating/Leadership Development Committee is acknowledged, as the minister is expected to have a breadth and depth of relationships to help identify appropriate leaders for the Congregation.

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 is accountable for 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 Leading Worship: 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. This number may be reduced to enable the minister's involvement in religious education or other concurrent programming.

- The Minister will be off and relieved of all responsibilities on at least one Sunday per month, as well as Sundays while on vacation and study leave.
- The minister will be relieved of all responsibilities for up to four Sundays each year to participate in denominational activities such as UUA General Assembly and regional meetings, collegial gatherings, or UUA/UUMA committees.
- The Minister will communicate the dates of Sundays away in advance to the Board.

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.

2.3 Other Ministerial Services

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, referring 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.
- 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 encouraged to participate in those activities that enhance the Congregation's presence in the community as a liberally religious, socially responsible organization and shall be encouraged to increase the Congregation's awareness of these outside activities. [From bylaws]

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

2.5.1 Minister's Role: (Choose 2.5.1a OR 2.5.1b.)

~~2.5.1.a The Congregation operates under policy governance, and 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 implementation and management of policies regarding staff, including staffing practices, maintenance of all personnel records, clear and accurate 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.~~

2.5.1.b The congregation operates under policy-based governance. The Minister is Head of Staff and is responsible for ~~the development of equitable and appropriate policies and~~ the supervision of staff. The Minister may delegate supervision of individual staff members. The Minister is responsible for ensuring appropriate management and supervision of staff including development of appropriate policies and practices, maintenance of all personnel records, clear and accurate 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 Staff: The Minister, in collaboration with congregational leaders, has primary responsibility for overseeing the implementation of the vision and mission of the Congregation.

- The Minister, as staff lead, will foster a collaborative environment among staff.
- The Minister will take care that staff roles and relationships are reviewed, discussed, and re-negotiated with clarity, respect, and honesty.
- The Minister will enter into a covenant with the other professionals [see box below] on staff to delineate the roles and responsibilities of each as well as the means to resolve any disagreements.
- 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 Minister.

3. COMPENSATION, BENEFITS, AND PROFESSIONAL EXPENSES

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 **\$118,300**. Salary and Housing shall be payable [~~monthly on or before (date), or~~ semi-monthly beginning on (date)].

Select 3.1.1.a or 3.1.1.b, below.

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.

3.1.1.b Cope Fund Housing Subsidy: The Congregation's Cope Ministerial Housing Fund has a balance of approximately \$400,000. Fund earnings will provide a rental/mortgage subsidy in the range of approximately \$1,300/month (exact amount to be determined). Alternatively, funds from the Cope Ministerial Housing Fund can be made available for a down payment/loan for a home purchase through negotiation for mutually acceptable terms. For purposes of 3.2.2 this is not considered compensation subject to retirement plan contributions.

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, **exclusive of the Cope Fund Housing Subsidy**.

3.2.2 Retirement Contribution: The Congregation will make contributions to a qualified church retirement plan. All eligibility and participation requirements will be adhered to, as determined by the Plan Sponsor and pursuant to the applicable plan documents and federal law. Contributions will be submitted by the applicable federally-regulated due date for each contribution type.

3.2.2.1 For congregations in the UU Organizations Retirement Plan: Consistent with the legal commitments outlined in our congregation's Employer Participation Agreement on file with the UUA Office of Church Staff Finances, the Congregation will make a 10% Employer Contribution (of Salary and Housing, **exclusive of the Cope Fund subsidy**). [~~And, if applicable, a _____% matching contribution and/or _____% auto-enroll.~~] The Congregation will define compensation in accordance with the exclusions we have designated in item 4 of that Agreement. If at any time an inconsistency is found between this Agreement and the congregation's Employer Participation Agreement, the staff or lay leader responsible for Retirement Plan administration will immediately contact the UUA Retirement Plan Director, RetirementPlan@uua.org, for assistance in coming to a resolution. Along with all other employees, the Minister can authorize elective contributions through salary deferral at any time.

3.2.3 Insurance premiums: The Congregation will enroll the minister on a timely basis and pay insurance premiums as follows:

[3.2.3.1 edited March 2022 to reference Medicare]

3.2.3.1 Comprehensive Health Insurance: ~~Payment of 80 percent or more of the premium for comprehensive employer provided health insurance with benefits comparable to the UUA PPO/Standard~~

~~PPO Plan for the Minister.~~ The Congregation will provide the Minister with reimbursement for their individual medical plans as part of the HRSA program. Reimbursement is based on what would be paid for the California Gold plan for the employee only coverage or what is actually paid by the Minister (or for you by your partner), whichever is less. ~~and 50 percent of the additional cost of covering any dependents (spouse/partner and/or children). For employees on Medicare who are enrolled in Medicare Part A and Part B and elect the UUA's Medicare Supplement, the Congregation will pay 80% of the employee's premium for the Supplement and 50% of the additional cost of coverage for any enrolled dependents.~~ The Minister is required to take the necessary steps to enroll immediately when they become eligible for Medicare benefits. The Congregation will reimburse for supplemental Medicare coverage up to the amount of benefits that would have otherwise been paid in the health insurance plan.

3.2.3.2 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 additional cost of covering any dependents (spouse/partner and/or children).~~

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 W-2.

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

3.2.3.5 State Required Employee Insurance: The Congregation will review and comply with its obligations to participate in other insurance programs required by state law including Workers Compensation.

3.2.4 Professional and out-of-pocket expenses: The Congregation will provide the greater of 10 percent of Salary and Housing (~~excluding the Cope Fund Housing Subsidy or \$8,000~~) 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.

- Appropriate documentation is needed for expenses exceeding \$ 75 (must be no more than \$75).
- The Congregation will 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.
- The Congregation and Minister understand that IRS rules for Accountable Reimbursement Plans prohibit unused professional expenses from being shifted to salary.

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, 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 will reimburse up to a maximum of \$15,000 in 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.

4.0 WORK WEEKS AND LEAVE PROVISIONS

4.1 Work Week: The Minister is an exempt full-time professional and ministry is understood as a calling.

- The Minister and the Board will discuss the broad parameters of the Minister's schedule, understanding that the work of ministry is time-intensive and subject to unforeseen events.
- The minister is responsible for monitoring their time to ensure an appropriate balance of work and time off.
- 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.

4.2 Availability for Appointments: The Minister will be available for appointments and will inform the Congregation of the way to schedule them.

4.3 Study Leave: In recognition that Ministers need extended time away from the stresses and demands of daily congregational life to deepen their calling and develop their skills, the Minister will have four weeks (or the equivalent number of working days) of study leave per year. 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. Study leave is not paid out upon termination.

4.4 Vacation: The Minister will be relieved of all responsibilities for a total of four weeks (or the equivalent number of working days) per year. Earned, unused vacation time is paid out upon termination.

- Unused vacation can be carried over to the following year, but total vacation will be capped at 6 weeks in any given program year.
- Should a Congregational emergency arise requiring the Minister's return, all reasonable costs of such return will be borne by the Congregation.
- Increases to the amount of vacation time will be considered by the Board every five years.

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 congregationally designated holiday or a holiday falls on the Minister's regularly scheduled day off, another day should be taken off within two weeks of the holiday.

4.6 Sick Leave: The Minister will be credited with ~~40~~ 12 sick days per calendar or fiscal year, accrued at 1 day per month on a prorated basis at the beginning of an initial partial year. Up to ~~1240~~ 2420 days of accrued sick leave may be carried forward each year, but the balance may not exceed 2420 days. Sick leave may be used for the Minister's illness or for the illness of a family member. Sick leave is not paid out upon 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.

- During Extended Medical Leave, vacation, sick, and study leave do not accrue.
- The Congregation will continue to make contributions toward all employee benefits (health, dental, life, long term disability, retirement, and payment-in-lieu-of-FICA) as otherwise provided by this Agreement.
- The congregation will provide 75 percent or more 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 and housing, payment-in-lieu-of-FICA, and retirement contribution and the amount already paid.

4.8 Parental Leave: The Minister may take 12 weeks of parental leave [Template is 12 paid weeks, prior UUCB agreements are 6 paid, 6 unpaid] 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 to the Board as far in advance as practical.

4.9 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. Once accrued paid time off is exhausted, the remaining leave will be unpaid. During periods of unpaid leave, the Congregation will continue to pay all insurance premiums; the minister will pay back their usual share of the premiums by check or payroll deduction within one month of their return. (There are no Retirement Plan contributions when there is no salary paid.)

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 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: 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 sabbatical of 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 accrue during a sabbatical year but should be taken at another time during the year unless authorized by the Board.

- 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.
- Unused sabbatical leave is not compensable upon departure.
- 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.

5. EMPLOYMENT TERM AND TERMINATION

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; 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, 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. Earned, unpaid salary and accrued vacation will be compensated in a manner consistent with state law.

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

5.3.3 Parsonage upon Minister's Death or Termination Due to Disability. In the event of the Minister's death, the parsonage **or home purchased with assistance from the Congregation** 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 **or home purchased with assistance from the Congregation** for three months following notice of termination.

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 use earned 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), 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.

~~8.1 **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~~

~~In accordance with Congregation bylaws, the relations between Minister(s) and the Church may cease by mutual agreement, or by the giving in writing of three (3) months notice by either party. The Board of Trustees shall not give such notice without prior approval by at least a 30% vote of members of the Church present and voting at a congregational meeting specially called for this purpose. In the case of such removal, the Minister will receive a financial settlement equal to three (3) months' salary, housing allowance and any housing subsidy in place, and/or parsonage use, and benefits (excluding Professional Expenses) in exchange for a General Release of All Claims executed by the Minister. In addition, the minister will receive the financial equivalent of their unused vacation.~~

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 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, 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 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, except the termination provision requiring the approval of a majority of the Congregation unless otherwise provided for in the Congregational Bylaws. As stated in item 3.3, 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.

7.3 Review: This Agreement will be reviewed at least every three years by the Board and the Minister.

7.4 Choice of Law: This Agreement is subject to the laws of the ~~State/Commonwealth of California~~ 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

ASAP