



UNITARIAN UNIVERSALIST CONGREGATION OF FREDERICK

Letter of Call and Settled Ministry Agreement draft, as of April 9, 2014

PROLOGUE

The Unitarian Universalist Congregation of Frederick, Maryland, hereinafter “the Congregation,” and The Rev. Dr. J. Carl Gregg, hereinafter “the Minister,” jointly enter into this Letter of Agreement effective _____.

1. INTENTION

- 1.1. This Letter of Agreement grows out of and seeks to further develop a relationship of shared ministry and mutual respect between the Congregation and Minister. The relationship between a Unitarian Universalist minister and a Unitarian Universalist congregation is covenantal: mutual in trust, mutual in accountability, and mutual in care. The covenantal relationship is thus paramount and exists prior to words about it.
- 1.2. Covenant is a foundational part of Congregational Polity and the Free Church tradition. Whereas creeds or doctrines hold some religious traditions together, we are held together by our promises to one another. Covenant, from the Latin for “come together,” means a solemn agreement or promise from the heart regarding a course of action between parties. Covenants, such as this Agreement, are a deep, abiding promise between equals to partner with each other in a shared venture.
- 1.3. We recognize that no matter how carefully this Agreement is written and observed, the relationship between the Congregation and the Minister must be grounded in open communication, mutual trust, good faith, and open and fair process on both sides. We seek a collegial partnership for the common good of the congregation, its members, the community beyond the congregation, and the larger Unitarian Universalist movement. The intention of this Agreement is to set forth the responsibilities and obligations of the Minister to the Congregation and of the Congregation to the Minister as we seek to dwell together in peace, to seek the truth in love, and to serve one another and the larger community.

2. EXPECTATIONS

2.1. Shared Leadership

- 2.1.1. The Minister and the Congregation share responsibility for the leadership and ministry of the Congregation. Achievement and maintenance of this collaborative relationship must likewise be shared. It is a relationship of discovery, of both self and other, in a context of mutuality.
- 2.1.2. The Congregation looks to its Minister for leadership and initiative, for assistance in setting and articulating its vision, and for professional performance and oversight of the Congregation's programs in collaboration with the Board of Trustees and the Congregation's councils and committees.

2.2. Leadership Goals

- 2.2.1. At the July meeting of the Board of the Trustees, the Minister and the Board of Trustees will annually review the goals for shared ministry set the previous year, and set new goals for at least the next year.

2.3. Pulpit and Worship Services

- 2.3.1. A basic premise of this Congregation is that the pulpit is free and untrammelled. The Minister is expected to express his values, views, and commitments without fear or favor.
- 2.3.2. The Minister will be free of direct responsibility for Sunday services at least twelve times per year.
- 2.3.3. The Minister will be responsible for all worship services, including seasonal celebrations and rites of passage such as weddings, child dedications, funerals, and memorial services. This responsibility includes an oversight role even if the Minister is not directly responsible for the event.

2.4. Services to Persons

- 2.4.1. The Minister will serve members in their needs for pastoral care, including crisis intervention and visitation of the homebound, sick, dying, and bereaved, both directly and in conjunction with the Congregation's Pastoral Care Team. The Minister will maintain awareness of his own limitations, and will refer members for professional counseling and other specialized services as appropriate.
- 2.4.2. 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.

2.5. Services to the Board, Councils, and Committees

- 2.5.1. The Minister will be an *ex officio* member without vote of the Board of Trustees. The Minister will report to the Board at its regular meeting, bringing to its attention specific concerns as they arise.
- 2.5.2. The Minister shall be a member, *ex officio* and without a vote, of all standing committees except the Nominating Committee and the Ministerial Search Committee. Attendance by the Minister at most council and committee meetings is welcome but not expected.

2.6. Community Activities

2.6.1. The Minister is encouraged to act in the community beyond the Congregation on behalf of liberal religious values, and to inform the congregation of such action through periodic reports. When the Minister speaks in public, the Minister may not speak on behalf of the congregation unless the congregation has explicitly authorized him to do so.

2.7. Relationship to Staff

2.7.1. The Minister is chief of staff.

2.7.2. The Minister will facilitate an annual joint written evaluation with all staff members.

2.7.3. In conversation with the Personnel Committee, the Minister will recommend personnel actions to the Board of Trustees. The Board and Minister will jointly decide on hiring, dismissing, and changing compensation of staff.

2.8. Office Hours and Days Off

2.8.1. The Minister will be available by appointment.

2.8.2. The Minister will maintain one day per week free of all Congregation responsibilities and one additional day devoted to study and writing wherein the Minister shall be available only for emergencies.

2.9. Committee on Ministry

A Committee on Ministry will monitor and nurture the health of the shared ministry of the Congregation.

2.10. Evaluation of Shared Ministry

2.10.1. Integral to goal setting is assessing how well the congregation's leadership, including the Minister, is doing against agreed-upon goals. The Board will record an annual performance review of the Minister as part of the congregation's annual goal-setting process. This review will take into account the shared ministry responsibility of the Minister, Congregation, and the Board.

2.10.2. At least every three years, the Minister and the Board of Trustees will review the expectations, responsibilities, and accountabilities in this Agreement, which may be revised in the light of changing circumstances. Thus, the Minister and the board will enter into a joint review of this document that should be completed no later than _____.

2.11. Minister's and Congregation's Conduct

The conduct of the Minister and the Congregation will be in accordance with the *Code of Professional Practice and Guidelines for the Conduct of Ministry* of the Unitarian Universalist Ministers Association. The Minister will also abide by and assist the Congregation in conforming

to the Congregation's Bylaws, Personnel Manual, General Policies and Procedures Manual, Behavioral Covenant, and any future changes to those documents.

3. COMPENSATION, PROFESSIONAL EXPENSES, AND BENEFITS

3.1. Salary plus Housing Allowance

- 3.1.1. The Congregation will provide to the Minister a Salary of \$71,476 for Fiscal Year 2014-2015.
- 3.1.2. The Board will consider the Minister's request that a portion of Salary be designated Housing Allowance.
- 3.1.3. Salary and housing shall be payable every two weeks. Salary and Housing shall be reviewed annually by the Finance Committee and the Board of Trustees.

3.2. Other Benefits and Expenses

- 3.2.1. Professional and out-of-pocket expenses. Reimbursable to 10% of Salary and Housing (starting Fiscal Year 2015-2016), payable promptly to the Minister in accordance with an Accountable Reimbursement Plan developed jointly by the Minister, President, and Treasurer. Other expenses for reimbursement include, but are not limited to, travel, automobile mileage, lodging, meals, incidentals, conference registration, entertainment, pulpit gowns, books, periodicals, dues, office equipment such as computers, and other continuing education events. It shall be the practice of the Congregation to reimburse such expenses at the maximum rate allowed by the tax laws. Any items the purchase of which is reimbursed by the Plan shall be the property of the Minister.
- 3.2.2. The Congregation will additionally contribute \$500 from Fiscal Year 2014-2015 and \$500 from Fiscal 2015-2016 to the Minister's Professional Expenses to be used whenever a replacement is needed for the Minister's laptop computer. For the future, the Congregation will reserve at least \$500/year for the anticipated replacement of the Minister's laptop computer approximately every five years. The Minister will have the option of purchasing the laptop according to the following scheduling from the purchase date: 80% of the purchase price after one year, 60% after two years, 40% after three years, and 20% after four years. The laptop becomes the property of the minister after five years if the Minister remains employed by the Congregation.
- 3.2.3. Pension: contributions made by due date to the Unitarian Universalist Association's Retirement Plan and/or other appropriate pension plan, of at least 10% of total Salary and Housing.
- 3.2.4. In lieu of employer's FICA, at 7.65% of Salary and Housing, payable monthly.
- 3.2.5. Insurance premiums:
 - 3.2.5.1. Comprehensive medical insurance for the Minister, 100% of premium (50% for spouse/partner and dependents)
 - 3.2.5.2. Group Dental Insurance for Minister, 100% of premium (Family can be added at cost, paid by Minister)
 - 3.2.5.3. Long-term disability insurance, 100% of premium at 2/3 of Salary and Housing (with premium taken as taxable income by Minister)

3.2.5.4. Group term life insurance for Minister, 100% of premium at twice the amount of Salary and Housing (Family can be added at cost, paid by Minister)

3.3. Reallocation

The Board and the Minister may, upon mutual agreement, and before the beginning of a tax or employment year, allocate funds among various categories to provide the Minister with an optimum array of benefits as long as the total cost to the Congregation remains the same of salary and housing plus the additional benefits and professional expenses.

3.4. Annual Review of Compensation

3.4.1. The Board of Trustees will review the Minister's compensation annually and will recommend adjustments to the Congregation, taking into consideration such factors as to include merit in meeting or exceeding expectations, increases in the cost of living (as reflected in the Consumer Price Index), changes in the cost of benefits, and the financial means of the Congregation.

3.4.2. The Congregation shall consider such recommendations as a part of the normal budgeting process, and shall act upon them at the annual congregational meeting.

3.5. Annual Leave

3.5.1. The Minister will be relieved of all responsibilities and may be absent from the area for a total of eight weeks per year.

3.5.2. Four of these weeks will be taken as vacation.

3.5.3. Four of these weeks will be taken as study leave.

3.5.4. During official vacation or study leave, should an emergency arise requiring the Minister's return, all costs of such return will be borne by the Congregation.

3.6. Denominational Service and Continuing Education

The Minister may be relieved of all responsibilities and absent from the area for up to four Sundays annually, inclusive of the Unitarian Universalist Association's annual General Assembly, for participation in the Chesapeake Unitarian Universalist Ministerial Association chapter, Joseph Priestley District, Central East Regional Group, and Unitarian Universalist Association functions and continuing education.

3.7. Sick, Medical, Disability, and Family Leaves

3.7.1. Sick Leave: The Minister shall be credited with 10 sick days per year. Up to 10 days of accrued sick leave may be carried forward each year, but in no case may the balance exceed 20 days.

3.7.2. The Minister may also take sick leave for the illness, disability, or death of a family member.

3.7.3. Extended Medical Leave: Should the Minister's illness, injury, or disabling condition continue after all accrued sick and vacation leave has been exhausted, the congregation shall place the Minister on "Extended Medical Leave." Extended Medical Leave shall not extend beyond the earlier of either the commencement of

long-term disability benefits or 90 days following the exhaustion of all sick and vacation leave. Vacation leave does not accrue during this period. During Extended Medical Leave, the congregation shall continue to pay all employee insurance premiums (health, dental, life, retirement, and long term disability) as otherwise provided by this Agreement, and 100% of the Minister's salary and housing allowance.

- 3.7.4. Health and Dental Insurance at the Conclusion of Extended Medical Leave: At the conclusion of Extended Medical Leave, whether by approval for long-term disability benefits or by reaching the 90-day-limit, health and dental insurance premiums will be discontinued and the Minister will be offered COBRA coverage if available.
- 3.7.5. Disability Leave: In the event the Minister is approved for long-term disability benefits, the congregation will deem the Minister actively at work and continue to pay the life insurance premium for an additional six months of transitional disability leave in accordance with the premium waiver provisions of the Group Life Insurance contract. Unless otherwise agreed to by both the congregation and the Minister, salary and housing shall not be paid during disability leave.
- 3.7.6. Family Medical Leave: The Minister may take up to twelve weeks of unpaid leave to care for a family member (child, spouse/partner, or parent) with a serious health condition. Unpaid leave should be extended only after all sick and vacation leave has been used. During periods of unpaid leave, the congregation will continue paying premiums for health, dental, life, and long term disability insurance.

3.8. Parental Leave

- 3.8.1. The Minister may take eight (8) weeks of full-time leave during any twelve-month period for pregnancy or the birth or adoption of a child. In addition, the Minister may take up to eight (8) weeks of part-time leave.
- 3.8.2. In the event of a birth by Cesarean section, multiparity, or where there are medical complications for the Minister's spouse or child, the amount of leave may be extended to twelve weeks of full-time leave with an additional four (4) weeks of part-time leave. Parental leave may be utilized nine months before and up to eight months after the birth or adoption of a child. Upon exhaustion of parental leave, the Minister may take sick leave as appropriate.
- 3.8.3. The Congregation will continue full salary, housing allowance, and benefits to the Minister during periods of parental leave.
- 3.8.4. Upon termination of this agreement, parental leave is not compensable.
- 3.8.5. Because the circumstances of each pregnancy, birth, adoption, and post-partum period will be unique, it is understood that the Minister and the Congregation will be flexible in making the duty-related adjustments required during periods of leave.
- 3.8.6. Beginning early on, the Minister will take primary responsibility for educating the Congregation and the Board, the Councils and committees regarding the changing practice. The Minister will guide the planning process to ensure coverage of his primary responsibilities during the leave period. Committees and leaders closest to

the Minister's areas of responsibility may be asked to assume additional responsibilities during the leave period.

- 3.8.7. The Minister will be free of all responsibilities during the full-time leave period. If the Minister chooses to return to his duties sooner on a part-time basis, it is understood that the Minister will assume only those duties that he feels able to fulfill.
- 3.8.8. During the part-time leave period, the Minister will assume responsibilities according to a parental leave plan agreed to with the Board. Parental leave may be utilized on a part-day basis.
- 3.8.9. In planning for the coverage of pulpit and worship services and services to members of the Congregation, the Minister should expect and rely on support from other Ministers and from professional and lay leaders in the Congregation. The Minister will plan for emergency coverage during the leave period.
- 3.8.10. The Minister will not be expected to attend or participate in Board of Trustees and Congregational business during the full-time leave period. It is understood that during the leave period the Minister may temporarily delegate day-to-day supervision of the performance of staff members to appropriate members, councils, and committees.

3.9. Relocation Expenses

- 3.9.1. If the Minister purchases a home in the area, the Congregation will reimburse the Minister for 50% of reasonable relocation expenses of the Minister and immediate family to a maximum of \$2,500, based on actual expenses. Reasonable expenses include the services of a professional moving company.

3.10. Sabbatical Leave

- 3.10.1. The Minister shall use sabbatical leave for study, education, writing, meditation, and other forms of professional and religious growth. Sabbatical leave accrues at the rate of one month per year of service, with leave to be taken after four years 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 the sabbatical plan must be approved by the Board of Trustees at least one year in advance.
- 3.10.2. The accrual of Sabbatical leave will be counted from the beginning of the Minister's initial start date as a Contract Minister.
- 3.10.3. The Congregation will continue full salary, housing allowance, and benefits during sabbatical leave.
- 3.10.4. Every fiscal year, the Congregation will consider sequestering funds for use in funding the Congregation's additional expenses during the Minister's sabbatical. This sabbatical fund is the property of the Congregation.
- 3.10.5. In the event of the Minister's resignation, termination, or retirement, unused sabbatical leave is not compensable.
- 3.10.6. The Minister agrees not to resign or retire from full-time service to the Congregation for a minimum of one year following the end of each sabbatical leave.

3.10.7. The Congregation agrees to take no action on ministerial tenure during a sabbatical leave.

3.11. Intellectual Property

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

4. TERMINATION

- 4.1. 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 the death of the Minister.
- 4.2. In the absence of a specific provision in the bylaws, a decision to dismiss the Minister shall be by majority vote of all members of the congregation present and eligible to vote at a meeting called for that purpose at which a quorum is present.
- 4.3. At termination, accrued vacation will be compensated in the financial equivalent. Accrued study leave is not compensable.
- 4.4. In the event of dismissal, the salary, housing allowance, and benefits will continue during the longer of three months or one month per year of service up to twelve months from the date of dismissal, or until the Minister has begun service in another position, if sooner.
- 4.5. The Minister may be dismissed with less than ninety days' notice, and without the severance payments described in Section 4.4 of this Agreement, if the Minister
 - 4.5.1. is convicted of a felony
 - 4.5.2. has her/his Ministerial fellowship with the UUA terminated or suspended
 - 4.5.3. is found by the governing committee of the Congregation to have engaged in physically or sexually abusive acts toward a member of the Congregation, a Congregation employee, or a child, or
 - 4.5.4. 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.

5. AMENDMENT

- 5.1. The terms of this Agreement may be changed by mutual consent of the Minister and the Board of Trustees, except that increases in Total Cost of Ministry, and changes in sabbatical and termination provisions require the approval of a majority of the Congregation.
- 5.2. This Agreement is subject to and is to be construed in accordance with the laws of the State of Maryland and the bylaws of the Congregation. It has been drawn, offered, and accepted in the spirit of the Principles and Purposes of the Unitarian Universalist Association. This Letter of Agreement represents the entire agreement of the Minister and the Congregation on the subjects contained herein.

6. OFFER

This Agreement represents an official offer to The Rev. Dr. J. Carl Gregg when the calling of said Minister is approved by the Congregation and accepted by the Minister and shall become final upon the occurrence of all the following events:

- acceptance of this offer by the Minister
- calling of the Minister by the Congregation
- acceptance by the Minister of the call

Date Offer Approved by Board of Trustees: _____

Date Call Extended by the Congregation: Sunday, November 2, 2014

Date Call Accepted by the Minister: Sunday, November 2, 2014

For the Congregation: _____ Date: _____
Robert C. Ladner, President

Accepted By: _____ Date: _____
The Rev. Dr. J. Carl Gregg, Minister

cc: District Executive, David Pyle (dpyle@uua.org); Ministerial Transitions Director (transitions@uua.org)