

The purpose of this document to provide a draft document for Unitarian Universalist Congregational leaders and UU Religious Professionals. It should be viewed as a suggestion and a starting point. It is not provided as employment law advice, and you should have your own employment specialists review it with an Equity lens benefiting the Religious Professional whenever possible. This is due to the Religious Professional being the lessor holder of power in the congregational hiring model. Healthy congregations have personnel policies in place that benefit the partnership of Congregation and Religious Professional. This template should reflect those policies.

This draft has been created from various sources within Unitarian Universalism including individual agreements, ministerial agreements, religious educator agreements, and other sources. It has been reviewed by multiple religious professionals and congregational lay leaders. No section is copyrighted by any individual or organization to our knowledge. Calledtojustice.org is proud to host the draft as the UUA has declined to provide a Religious Professional Contract template after more than a decade promising it was forthcoming. In 2022, the UUA deemed such a template a “too much of a risk in providing employment advice.” To be clear the UUA determined they were unwilling to incur that risk for the benefit of non-ordained ministerial religious professionals. It should be noted that the UUA has determined that same risk acceptable in providing Ministerial Employment Contracts as found on the UUA website amongst a plethora of other “employment advice.” Use of this template is at the discretion of the Congregation and Religious Professional. It is not provided as employment law advice.

Congregation

Date

Letter of Agreement with
Religious Professional, Position title

This Agreement represents the mutual intent and commitment of [name of congregation], hereinafter the "CONGREGATION" and [name] hereinafter the "RP." It is our shared belief that this agreement is made in good faith by both parties.

The intention of this Agreement is to set forth the responsibilities and obligations of the CONGREGATION the RP and of the RP to the CONGREGATION as we seek to dwell together in peace, to seek truth in love, and to serve Unitarian Universalism. It is recognized that no matter how carefully this Agreement is written and observed, the relationship between the CONGREGATION and the RP must be grounded in open communication, mutual trust, good faith, and open and fair processes on both sides.

TERM OF AGREEMENT

The RP agrees to serve for the period beginning [date] and will continue until [date] by which time it is anticipated that this agreement will be amended and/or extended as provided therein unless terminated by either party in accordance with Section 0.

COMPENSATION AND BENEFITS

1. Compensation and Benefits will consist of salary, health, life, dental, and disability insurance, and professional expenses.
2. Distribution of specific amounts within the total compensation package will be determined for each fiscal year by the CONGREGATION and the Board of Trustees but shall not be less than those set forth at the beginning of this contract date.
3. Compensation and benefits will be reviewed annually by the CONGREGATION and the Board to consider merit increases, cost of living adjustments, and any changes in benefits. The Compensation and Benefits package may be revised as needed during the year to reflect any reductions or increases in insurance premiums and/or changes to salary. The schedule of compensation and benefits appears as an Attachment 1 to this Agreement.

DUTIES

The RP agrees to carry out the normal responsibilities of religious education ministry as outlined in the position description attached to this contract as Attachment 2.

WORKWEEK

1. **Regular Schedule:** The RP will maintain a regular schedule of work office hours during the week and will be available during those hours. Expectations regarding onsite and offsite work shall be made in agreement with the RP's supervisor at the beginning of each fiscal year and reviewed as needed and agreed upon by both parties.
2. **Days Off:** The RP will have two days per week when they will be free of all Congregation responsibilities. If an emergency interrupts one of these days, it is understood another day will be provided.
3. **Holidays:** The RP is entitled to Holidays (days off with pay) consistent with the personnel policies of the Congregation. If the RP is expected to work on a congregationally designated holiday or a holiday falls on the RP's regularly scheduled day off, the RP should arrange through their supervisor to take a different day off.
4. **Sundays off:** The RP may take up to 10 Sundays off during the fiscal year as part of their aforementioned two days off per week. When taking a Sunday off, the RP is responsible for arranging for programming in their absence.

VACATION, ON-CALL, PROFESSIONAL, AND SABBATICAL LEAVE

1. **Vacation Leave:** The RP shall be entitled to four weeks of vacation each full year of service. During vacation leave the RP will be free of all professional responsibilities. If the RP's presence is required during vacation due to an emergency, the Congregation will reimburse for any extra travel expense incurred.
 - a. Accrued unused vacation time, not to exceed 15 days, may be carried over to the new fiscal year with prior agreement of the Supervisor.
2. **Study/On-call Leave:** The RP will have two weeks of Study Leave during which time they shall be free of routine responsibilities for pursuit of study to enhance skills and renew spirit, but shall be on call for emergencies. If the RP is traveling during this period and is called to respond to emergencies, they shall return at their expense.
3. **Professional Time:** Time spent by the RP at conferences, meetings, or other denominational activities and volunteer commitments (General Assembly and Professional Organizations

conferences, Finding our Way Home, and/or TRUUST gatherings) are considered professional responsibilities.

4. **The RP's use** of vacation, study, and professional leave will be arranged in consultation with the Supervisor.
5. **Sabbatical Leave:** The RP shall be eligible for sabbatical leave based on one month per year of service, but may not take this leave until after four years of service. The RP may not accumulate more than six months of sabbatical leave. The scheduling of such leave, which shall be requested one year in advance, shall be mutually agreed upon with the Supervisor.

SICK, MEDICAL, AND FAMILY PARENTAL LEAVE

1. **Sick Leave:** The RP will be granted sick leave on the basis of one day per month (12 days per year) without loss of pay. Sick leave may be accumulated up to 60 (480 hours) days. The financial obligation of the church will cease on activation of long-term disability benefits. It is the responsibility of the RP to inform their supervisor at their earliest possible opportunity of their sick leave. It is then the responsibility of the supervisor to provide
2. **Extended Medical Leave:** Should the Employee 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 Employee 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.
 - a. During Extended Medical Leave, vacation, sick, and study leave do not accrue.
 - b. The Congregation will continue to make contributions toward all RP benefits (health, dental, life, long term disability, retirement) as otherwise provided by this Agreement.
 - c. The congregation will provide 100% of the Employee's salary.
 - d. If the Employee 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 make up the difference between what was received and the full salary and retirement contribution for that period.
3. **Parental Leave:** The Employee may take 12 weeks of paid parental leave after the birth or adoption of a child. The Employee may take some or all of the parental leave prior to the birth/adoption, following the birth/adoption, or partially over an extended period of time during the year following the birth/adoption. The Employee is expected to communicate the dates of leave their supervisor as far in advance as practical.
4. **Leave for a Family Member:** The Employee may take up to 12 weeks of unpaid leave when needed to care for an immediate family member with a serious health condition. The RP 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 Employee will pay back their usual share of the premiums by check or payroll deduction within one year of their return.
5. **Bereavement Leave:** Upon the death of an immediate family member, the Employee may take up to 10 days of paid leave. For a family death outside of the immediate family, the Employee may take up to 5 days of paid leave. Additional paid leave required for travel outside the United State or Canada can be negotiated in good faith if necessary.

FREEDOM OF THE PULPIT

The Congregation accords the RP freedom to speak the truth as the RP understands it when expressing the RP's views in the pulpit or other established channels of communication, such as the church

newsletter, letters to the editor, or personal witness. The RP will state clearly, however, that they speak for themselves and not for the church or its members.

ETHICAL STANDARDS

The Trustees and the Congregation require that the RP are a member in good standing and abide by the Code of Professional Practices of their respective UU Religious Professional Organization. The CONGREGATION shall pay the dues required for that membership in addition to the Professional Development Expense compensation outlined in this agreement.

BOARD, STAFF, AND CONGREGATIONAL RELATIONSHIPS

The RP is responsible to the Congregation as represented by Supervisor. The RP shall carry out the policies of the Board of Trustees, and the Congregation. The RP reports to the Supervisor as head of staff. Further, the RP shall serve as a member of the senior staff team and work collaboratively with other members of the team toward fulfilling the congregation's vision and mission of ministry.

ADJUSTMENTS IN COMPENSATION

Career stage changes in compensation will be considered following the general concepts of the UUA Fair Compensation Guidelines.

INTELLECTUAL PROPERTY

All notes, research, sermons, intellectual, and other products of the RP's work shall be the sole property of the RP. During the time of their employment, the RP grants to the Congregation royalty-free, non-exclusive use of materials created in the context of their employment.

SPECIAL SERVICES

The RP will not require special fees or honoraria for performing child dedications, weddings, or similar services for members of the Congregation. Any fees for services to non-members will be the property of the RP.

RECONCILIATION WITH PERSONNEL POLICY GUIDELINES

In the event of any conflict between this Agreement and the CONGREGATION Personnel Policy Manual, this Agreement shall govern.

AMENDMENT

The terms of this Agreement may be changed by mutual consent of the RP and the Supervisor with the approval of the Board of Trustees.

DISPUTES AND TERMINATION

1. **Disputes:** This Agreement is subject to the Bylaws of CONGREGATION. It has been drawn, offered, and accepted in the spirit of the Principles and Purposes of the Unitarian Universalist Association. In the absence of a specific provision in the CONGREGATION Bylaws, the RPs Professional Association guidelines for arbitration will be followed. All decisions regarding arbitration selection shall benefit the RP as the holder of the minority power in the Congregational system.
2. **Termination:** This Agreement will continue until the RP provides the Congregation with at least sixty days' notice of intent to resign or retire, or until the Supervisor and Board provides the RP

with at least sixty days' notice of intent to dismiss, or until the long-term disability or death of the RP. A decision by the Supervisor and Board to dismiss the RP shall be by unanimous vote of all members of the Board.

3. A notice of less than sixty days by either party is acceptable upon mutual Agreement. At termination, accrued Vacation Leave will be compensated in the financial equivalent.

This contract represents an official offer to the RP upon presentation to the RP and is assumed to hold the approval by the CONGREGATION Board.

Signature
President, the RP Board of Trustees
Date

Rp Signature:
Printed Name:
Date:

Attachment 1

COMPENSATION AND BENEFITS AGREEMENT

This agreement on Total Cost of Ministry will be in effect for the period [date] through [date]. The Total Cost of Ministry may be revised as needed during the year to reflect any reductions or increases in insurance premiums and/or increases to salary.

The Total Cost of Ministry will consist of salary, benefits, and professional expenses. Distribution of specific amounts within the total compensation package will be determined for each fiscal year by the CONGREGATION and the Board of Trustees but shall not be less than those set forth at the beginning of this contract date. Compensation and benefits will be reviewed annually by the Supervisor and the Board of Trustees to consider merit increases, cost of living adjustments, and any changes in benefits.

The Total Cost of Ministry for FY [year] is allocated as follows:

1. Salary: Salary for the RP will be paid at the annual rate of [amount] payable [every two weeks].
2. Benefits: The following benefits will be paid by the CONGREGATION:
 - a. FICA
 - b. **Health Insurance:** The congregation will contribute 80% of the premium for comprehensive health insurance offered through the congregation, with benefits comparable to the UUA Standard PPO Plan, for the Employee and 50% of the additional cost of covering any dependents.

- c. **Dental Insurance:** The Congregation will contribute 80% of the insurance premium for dental insurance provided through the UUA, or its equivalent, and 50% of the additional cost of covering any dependents.
 - d. **Long-Term Disability Insurance:** The Congregation will pay 100% of the premium for Long-Term Disability insurance provided by the UUA, or its equivalent. The premium amount will be imputed on the Employee's W-2 in order to keep any benefit paid out non-taxable.
 - e. **Life Insurance:** The Congregation will pay 100% of the premium for group life insurance provided by the UUA, or its equivalent.
 - f. **Other Insurance:** The Congregation will review and comply with its obligations to participate in other insurance programs required by state law, including Workers Compensation.
 - g. **Professional Expenses:** The Congregation will provide the greater of 10% of salary or \$5,000 for professional expenses through an Accountable Expense Reimbursement Account.
 - h. **Retirement:** For congregations in the **UU Organizations Retirement Plan:** Consistent with the legal commitments outlined in the congregation's Employer Participation Agreement on file with the UUA Office of Church Staff Finances, the Congregation will make a [10%] Employer Contribution if and when the RP is eligible. The Congregation will define compensation in accordance with the exclusions designated in item 4 of that Agreement. Important Note: Some RPs are eligible for employer contributions upon hire due to prior service for a participating UU organization or completion of a ministerial internship.
3. Professional Expenses: The Congregation will provide an amount equivalent to the greater of 10% of salary or \$5,000 to drawn against to cover the RP's travel, conference, and any other church-related professional expenses. This amount shall be accrued forward up to two years.
 4. Relocation Expenses: The Congregation will provide an allowance of up to \$5000 to the RP as relocation expenses paid upon submission of receipts. This allowance is not included in the total cost of ministry.

Attachment 2

POSITION DESCRIPTION

- REPORTS TO: Supervisor
- DIRECTLY SUPERVISES:
- WORKS WITH:
 - committees
- STATUS: [Full-time EXEMPT FROM FLSA;
- SUMMARY Job Description follows