

## 2022 Annual Report Addendum 5-20-22

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- **Announcement of the link to Settlement Handbook: [https://www.uua.org/sites/live-new.uua.org/files/settlement\\_handbook.pdf](https://www.uua.org/sites/live-new.uua.org/files/settlement_handbook.pdf)**

Search Committee Slide information for the Annual Meeting presentation -

Potential Senior Minister Search Committee member nominees have been reviewed by the Transition Taskforce, and top candidates were contacted to ascertain their interest and qualifications. The Board of Trustees has selected a final slate of candidates who most closely fulfill the requirements of the role.

A Slate of candidates is nominated rather than individuals because the candidates are selected as a team, bringing individual skills, experience and personalities that should complement each other's to create an effective whole, as well as ensure diversity and inclusion.

*“Searching for a pastor is sacred work. In most traditions, the opportunity comes to only a few, and then only once in a lifetime of faithful membership” –*  
Albon.org

The final slate for service on the Senior Minister Search Committee is:

- Susan Barnum
- Tim Chambless
- Heather Drenckhan
- Philip Moos
- Linda Smith
- Carole Straughn
- Marlin Taylor

The Senior Minister Search Committee is charged with:

- Finding a ministerial candidate to present to the congregation for calling as First Church's next Senior Minister.
- Working with the Interim Minister and the Transition Team to lead the congregation through a deep self-examination that informs them of the qualities and experience required of the ministerial candidate.
- Fulfilling the specific roles and tasks of the Search Committee as detailed in *The Settlement Handbook* produced by the UUA's Transitions Office:
- Utilizing all available resources in the search process, including the Interim Minister and staff, UUA Ministerial Transitions Office, and UUA Transitions Coach.

Congregational expectations of participants on the Senior Minister Search Committee:

- Search Committee members will represent the entire congregation and not speak for or represent identity groups.
- The Search Committee will garner the trust of the congregation by respecting the confidentiality required in the search while at the same time being transparent and communicative about the process of the search.
- The Search Committee will be in touch with the changing nature of the congregation.
- The Search Committee will be responsible for a good process for itself, the congregation, and Unitarian Universalism.
- The Search Committee will understand that if no qualified candidate is identified in the first year's cycle, the search can extend to the next cycle.
- The goal of the search committee is larger than finding a skilled candidate. It is to find a minister with the right mix of skills and character to meet the needs of First Unitarian Church. The committee must balance multiple

points of view about the kind of pastor needed. (This advice is often conflicting. The committee will evaluate the candidate's preaching, teaching, management, and pastoral skills. Three questions that can aid the focus: Can this candidate love us? Can we love this candidate? Is this candidate competent?)

- First Church staff and volunteers may be utilized in coordination with the Board, for non-confidential tasks such as development of the Congregational Survey, the Congregational Record, and website updates. UUA staff may be used as an external coach for group process, facilitation, and decision-making. The Board, and particularly the President, will always be available and will schedule regular check-ins with the committee to ensure they have the resources they need.

### **Search Committee Member Qualifications:**

- **Commitment:**

A candidate will be willing to commit to fulfilling the Charge to the Senior Minister Search Committee, as stated above.

- **Availability:**

The Candidate will be available for the majority of the ministerial search process, including the kick-off retreat, congregational survey, listening sessions, development of congregational record, ministerial search cycle, and all pre-candidating weekends. It is expected the process will run from June to May of the 2022-2023 church-year. If no ministerial candidate is called in the first year the committee will be asked to participate in a second ministerial search cycle the following year.

- **Personal Qualities/Characteristics**

Members of the committee will exhibit the following qualities and characteristics.

- **Committed:** Is a member of the church and has demonstrated and continues to feel a deep commitment to the current and future health and prosperity of the church.
- **Big-picture view:** is able to reflect on and step back from personal biases of identity, interests, and roles to represent and consider the wants and needs of the whole church, not just those of individuals or groups of interest.
- **Discerning:** able to see and understand people, to ask tough questions, and to show good judgement.
- **Confidential:** can respect and keep the work of the committee in confidence when required, even with a spouse or significant others.
- **Curious:** can stay engaged and open to learning a new process.
- **Humble:** understands the importance of a diverse committee, and that others may have a different but no less valid experience or opinion.
- **Respectful:** can hear and consider all voices on the committee with equal regard.
- **Supportive:** can provide physical and emotional support of other team members as they all proceed through this sometimes-arduous process.
- **Trusting and trustworthy:** can be trusted to complete assigned tasks and to trust others to complete theirs.
- **Sense of humor:** can keep the weight and responsibility of the committee in perspective and use humor to stay in relationship with other committee members throughout the process.
- **Self-confident:** Ability to handle conflict, receive feed-back, and hard decision-making.
- **Keeps boundaries:** Ability to keep good personal boundaries, not burdening the team or task with personal issues.

- **Member in good standing:** has maintained regular involvement with First Church since becoming a member - pledging member
  
- **Search Committee Member Experience:**  
To create a well-rounded, functional, and diverse committee, the experience and personal characteristics listed below will be considered when developing the full slate of committee members.
  - Race, ethnicity, immigration status, national origin, range of abilities, sexual and affectional orientation, gender identity and expression, marital status and family structure, age, educational attainment, financial means, and length of membership.
  - Institutional experience in lay-leadership, finances, worship/music, social justice programs, committee work, etc.
  - Understanding the needs, concerns, and experience of church staff in relationship to a Sr. Minister, through experience working with staff or as a previous staff member.
  - Being a leader or facilitator.
  - Being a problem solver.
  - Being a good host, having a knack for bringing people together.
  - Having experience creating electronic documents.

# Board of Trustees Approved Salaries 22-23

Salaries and Benefits 2021-22														
	Minister Salary	Assistant Minister	Administrator	Music Director 1/2 Time	RE Director 1/2 Time	Primitives Minister 1/4	RE Coordinator 19hr 20hrs	RE Teacher 15hr 3hrs	Custodian Hourly 15hrs	Child Care 13/hr 3.5hrs	Child Care 13/hr 3.5hrs			
Salary	\$95,600.00	\$68,978.52	\$23/hr 39hrs	\$45,746.39	\$37,650.00	\$33,637.05	\$19,760.00	\$2,340.00	\$15,241.20	\$910.00	\$910.00	\$281,611.96	68000	MKB
Hourly			\$41,860.00									\$81,021.20		
PMT in Lieu of FICA	\$7,313.40	\$5,276.86										\$12,590.26		
Taxes paid by Church			\$3,202.29	\$3,499.60	\$2,880.23	\$2,573.23	\$1,511.64	\$179.01	\$1,165.95	\$69.62	\$69.62	\$15,151.18		5202
Health Insurance	\$8,443.68	\$13,230.96	declined	\$11,922.72	\$11,999.04	\$14,030.40	declined	n/a	n/a	n/a	n/a	\$59,626.80		
Dental/Vision/LTD	\$4,931.76	\$4,378.08	declined	\$2,125.44	\$1,104.00	\$1,450.56	declined	n/a	n/a	n/a	n/a	\$13,989.84		
Employer 401K Contribution	\$10,291.34	\$7,425.54	\$4,186.00	\$4,574.64	\$3,765.00	\$3,363.71						\$33,606.22		6800
Professional Expenses	\$5,250.00	\$3,500.00	\$100.00		\$1,750.00							\$10,600.00		
Phone Reimbursement	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00					\$3,360.00		
<b>Total Compensation</b>	<b>\$132,310.18</b>	<b>\$103,269.95</b>	<b>\$49,828.29</b>	<b>\$68,348.79</b>	<b>\$59,628.27</b>	<b>\$55,534.95</b>	<b>\$21,751.64</b>	<b>\$2,519.01</b>	<b>\$16,407.15</b>	<b>\$979.62</b>	<b>\$979.62</b>	<b>\$511,557.46</b>		591,559.46
Compensation and Benefits 2022-2023 (5.3% COLA and 10% Professional Expenses, per UUA)														
	Minister Salary	Assistant Minister	Administrator	Music Director 1/2 Time	RE Director 1/2 Time	Primitives Minister 1/4	RE Coordinator 20hrs	RE Teacher 15hrs 3hrs	Custodian Hourly 15hrs	Child Care 13/hr 3.5hrs	Child Care 13/hr 3.5hrs			
Annual Salary	\$100,666.80	\$72,634.38	\$55,809.00	\$48,170.95	\$39,645.45	\$35,416.18	\$21,847.64	\$2,464.02	\$16,048.98	\$2,847.31	\$2,847.31	\$398,398.03		<b>50000 Salaries and Wage</b>
Hourly	n/a	n/a	n/a	n/a	n/a	n/a	\$22.70	\$20.01	\$15.80	\$20.58	\$13.69	\$13.69	n/a	
Avg Hours per week	n/a	n/a	n/a	n/a	n/a	n/a	30.00	21	3	15	4	4	n/a	
PMT in Lieu of FICA	\$7,701.01	\$5,556.53	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$13,257.54		<b>50100 Payroll Taxes</b>
Taxes paid by Church (FICA)	n/a	n/a	\$4,269.39	\$3,685.08	\$3,032.88	\$2,709.34	\$1,671.34	\$188.50	\$1,227.75	\$217.82	\$217.82	\$17,219.91		<b>50101 Payroll Taxes</b>
Health Insurance	\$8,443.68	\$13,230.96	declined	\$11,922.72	\$11,999.04	\$14,030.40	declined	n/a	n/a	n/a	n/a	\$59,626.80		<b>50220 Health Insurance</b>
Dental/Vision/LTD	\$4,931.76	\$4,378.08	declined	\$2,125.44	\$1,104.00	\$1,450.56	declined	n/a	n/a	n/a	n/a	\$13,989.84		<b>50240 Dental Insurance</b>
Employer 401K Contribution (10%)	\$10,836.78	\$7,819.09	\$5,580.90	\$4,817.09	\$3,964.55	\$3,541.62	\$2,184.76	n/a	n/a	n/a	n/a	\$38,744.79		<b>50280 Retirement</b>
Professional Expenses/Training (10%)	\$10,066.68	\$8,000.00	\$5,000.00	\$4,817.09	\$3,964.55	n/a	n/a	n/a	n/a	n/a	n/a	\$31,848.32		<b>Professional Expenses/T</b>
Phone Reimbursement	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00					\$3,360.00		<b>Professional Expenses/T</b>
<b>Total Compensation</b>	<b>\$143,126.71</b>	<b>\$112,099.04</b>	<b>\$71,139.29</b>	<b>\$76,018.38</b>	<b>\$64,190.46</b>	<b>\$57,680.80</b>	<b>\$26,224.76</b>	<b>\$2,671.31</b>	<b>\$17,312.31</b>	<b>\$3,082.82</b>	<b>\$3,082.82</b>	<b>\$576,445.24</b>		
<b>Total % increase</b>	<b>8.18%</b>	<b>8.55%</b>	<b>42.77%</b>	<b>11.22%</b>	<b>7.65%</b>	<b>3.86%</b>	<b>20.56%</b>	<b>6.05%</b>	<b>5.52%</b>	<b>214.70%</b>	<b>214.70%</b>			

## **Interim Ministerial Agreement**

### **The First Unitarian Church of Salt Lake City (“The Congregation”) and the Reverend Ian White Maher (“The Interim Minister”) Jointly enter into this Covenantal Agreement**

#### **1. GOALS, RESPONSIBILITIES, AND RELATIONSHIPS**

##### **1.1 Intention**

The intention of this Agreement is to set forth the responsibilities and obligations of the Interim Minister to the Congregation and of the Congregation to the Minister as we strive to dwell together in peace, to seek truth in love, to serve one another and the larger community, and to prepare the Congregation for its next ministry. It is recognized that no matter how carefully this Agreement is written and observed, the relationship between the Congregation and the Interim Minister must be grounded on both sides in open communication, mutual trust, good faith, and an open and agreed-upon process. In most situations, the Congregation will act through its Governing Board (referred to as the “Board”).

##### **1.2 Shared Leadership**

**1.2.1** The Interim Minister and the Congregation share responsibility for the leadership and ministry of the Congregation. This relationship is one of discovery of each other, in a context of mutuality. The relationship of the Interim 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 Interim Minister to provide spiritual leadership, historical and theological grounding and perspective, assistance in setting and leadership in implementing its mission, guidance in navigating through the work of the interim period, 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 staff.

**1.2.3** Consistent with our understanding of the covenant that binds us in an evolving living tradition, the Interim Minister looks to the Congregation to live out its mission and vision, demonstrate effective leadership, enthusiastically engage in the work of the interim period, 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 Interim Minister and holding members of the Board as well as the Congregation to behavior that is

respectful of the Interim Minister and of the office, and that is consistent with our shared values and Principles as Unitarian Universalists.

**1.2.5 Scope of Work:** The Board commits to working with the Interim Minister to fully engage in the work of the interim period including:

**1.2.5.1 Heritage:** Reviewing how the Congregation has been shaped and formed; encouraging and hearing all of the stories about the Congregation's past, as the foundation upon which the present rests; and embracing the rich variety that makes up the Congregation.

**1.2.5.2 Leadership:** Reviewing the membership needs and its ways of organizing and developing new and effective leadership; providing opportunity for individuals and the Congregational organization to examine the types of leadership needed for new leaders to emerge, and for seasoned leaders to recommit or to refocus their gifts.

**1.2.5.3 Mission:** Defining and redefining sense of purpose and direction; clarifying the faith community's identity and core values; working to develop, update, and revitalize mission and vision statements; and reviewing strategic and tactical plans including stewardship and the financial health of the congregation.

**1.2.5.4 Connections:** Discovering and revitalizing all the association, interfaith, and community relationships a congregation builds outside of itself; and re-assessing old links and considering new ones.

**1.2.5.5 Future:** Developing congregational and pastoral profiles that position the congregation for its next ministry, including a healthy and honest assessment of the other focus points so that the congregation can turn its energy toward proactive decision-making for the future.

**1.3 Monitoring and Nurturing the Health of the Ministry - Transitions Team:** In consultation with the Interim Minister, the Board shall appoint a Transitions Team of congregational members who are well-known, respected, and not members or spouses/partners of the current Board. The Transitions Team will help facilitate the work that the Congregation will undertake during this interim period.

**1.4 Start-Up:** As soon as feasible, the Minister, the Board, the Transitions Team, and other appropriate congregational leaders and staff will set aside time to explore the history, culture, and norms of the Congregation, discuss the sharing of power, authority, and responsibilities, finalize reasonable goals for this period of ministry, and begin planning for the periodic review and renewal of the ministry of the Congregation.

**1.5 Anti-Racism, Anti-Oppression and Multicultural Awareness:** The Congregation and the Interim Minister are committed to understanding 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.

**1.6 Ongoing Dialogue:** The Board and Interim 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 Interim 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 Interim Minister, and the Transitions Team 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 Interim 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 Interim 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 Interim Minister 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 Interim Minister will be an ex officio member, without vote, of the Board. The Interim 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 Interim Minister will be an ex officio member, without vote, of all committees, task forces, or teams except a Ministerial Search Committee. The Ministerial Search Committee will confer with the Interim Minister on the work of the interim period as it will influence the next called ministry, but neither the Committee nor the Interim Minister will discuss specific prospective candidates for the called ministry. The Interim Minister will confer, as needed, with each committee on how best to work together to serve the Mission of the Congregation. Attendance by the Interim Minister at committee meetings is welcome, but not routinely expected.

**2.1.3 Financial Records:** The Interim Minister will have access to all financial records including pledges and pledge payments.

### **2.2 Pulpit and Worship Services**

**2.2.1** It is a basic premise of this Congregation that the pulpit is free. The Interim 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 Interim Minister has responsibility and authority over all worship services including rites of passage whether or not the Interim 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 Interim Minister.

**2.2.3** The Interim Minister will lead or co-lead worship between 30 and 35 Sundays each year, as well as major religious holidays observed by the Congregation. The Interim Minister will be off and relieved of all responsibilities on at least one Sunday per month, including Sundays while on vacation and study leave. In support of the health and growth of the Congregation and the Interim Minister, the Board recognizes the importance of the Interim Minister being relieved of all responsibilities for up to four Sundays to participate in denominational activities including the UUA General Assembly, UUA regional meetings; collegial gatherings of ministers and other religious professionals including identity-based gatherings, or UUA/UUMA committees. The Interim Minister will communicate the dates of Sundays away in advance to the Board.

### **2.3 Other Ministerial Services**

**2.3.1** The Interim 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 Interim Minister will maintain awareness of personal limitations and boundaries, and will refer members for professional counseling and other specialized services as appropriate. The Interim Minister will provide such ministerial services and counseling to members of the Congregation without fee or honorarium.

**2.3.2** The Interim 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 Interim Minister may 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 Interim Minister's Role:**

**2.5.1** As a policy governance congregation, the Interim Minister serves as Lead Executive/CEO operating consistent with the policies, authorities, and limitations adopted by the Board. The Interim Minister is responsible for ensuring appropriate staffing practices are followed including clear job descriptions, timely enrollment of eligible staff in offered benefit plans, annual compensation reviews, staff evaluations, and a dispute resolution process. The Interim Minister has authority to hire, discharge, change the compensation of Congregational staff or implement other major personnel-related changes consistent with Board Policies.

**2.5.2 Relationship to Other Professionals on Staff:** The Interim Minister, in collaboration with Congregational leaders, has primary responsibility for overseeing the implementation of the vision and mission of the Congregation. In recognition of the work done by Congregational staff, the Interim Minister will enter into a covenant with the other professionals on staff. Such covenant will delineate the roles and responsibilities of each as well as the means to resolve disagreements should they occur. The Interim Minister, as staff lead, will foster a collaborative environment among staff and will take care that changing roles and relations of the shared professional leadership are reviewed, discussed and re-negotiated with clarity, respect, and honesty in the spirit of the UUMA Guidelines. The Interim Senior Minister will serve as lead of the ministerial team. Other Ministers will report to the Interim Senior Minister.

### 3. COMPENSATION, BENEFITS, AND PROFESSIONAL EXPENSES

**3.1 Salary and the Allocations to Housing Allowance****3.1.1** The Congregation will provide to the Interim Minister a starting salary, including housing, of \$7,966.67 per month which on an annual basis is \$95,600. Salary and Housing shall be payable twice a month on the 15<sup>th</sup> and last day of each month following the August 1<sup>st</sup> hire date.

The church and the interim minister will discuss a possible salary adjustment in connection with the development of the 2022-23 budget process, approximately 6 months into this agreement. This provision provides for a discussion based on projected operating results for 2021-22, the results of the annual pledge drive, the budget proposal for 2022-23, and any membership growth. The discussion may or may not result in a salary increase but in no case will it result in a salary reduction.

**3.1.2 Housing Allowance:** Consistent with federal law, the Board will annually designate a portion of salary as a Housing Allowance once the Interim Minister has ascertained the expected cost of housing.

**3.2 Employee Benefits and Professional Expenses:** Consistent with the UUA Compensation Guidelines (see [www.uua.org/compensation](http://www.uua.org/compensation)), 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 Interim Minister is currently 7.65 percent of salary and housing up to the Social Security tax cap and 1.45% of the excess.

**3.2.2 Retirement Contribution:** The Congregation will make contributions to the UU Organizations Retirement Plan (or another qualified church retirement plan) in an amount equal to 10% of salary, including salary amounts designated as a housing allowance, and the FICA offset included in section 3.2.1. 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.

**3.2.3 Insurance premiums:** The Congregation will pay insurance premiums as follows:

**3.2.3.1 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 Interim Minister and 50 percent of the incremental cost of providing coverage for the minister's spouse/partner and dependents.

**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 incremental cost of providing dental insurance for the Interim Minister's spouse/partner and dependents.

**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 Interim Minister's W2.

**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. The required portion of the premium paid on behalf of the Interim Minister will be imputed as taxable income on the Interim Minister's W-2 as required by law.

**3.2.3.5 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.

**3.2.3.6 Timely Enrollment:** The Interim Minister will be enrolled in a health plan within 30 days of employment, and in the dental, disability, and life plans within 60 days of employment unless plan enrollment deadlines are different.

**3.2.4 Professional and out-of-pocket expenses:** The Congregation will provide for professional expenses as specified in the annual approved congregational operating budget through an Accountable Expense Reimbursement Account developed jointly by the Interim Minister, President, and Finance and Operations Manager (\$5,250 in the first year of this agreement). Eligible expenses related to the Interim 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 Interim Minister from the Congregation at the item's depreciated value or the depreciated value may be imputed as income on the minister's paycheck.

**3.3 Intellectual Property:** All notes, research, sermons, and other products of the Interim Minister's work will be the sole property of the Interim Minister. During the time of this ministry, the Interim Minister grants to the Congregation a royalty-free, non-exclusive use of sermons and other public pieces created for the ministry.

**3.4 Relocation/Moving Expenses:** The congregation will reimburse up to a maximum of \$10,000 in relocation expenses to relocate the Interim 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. Eligible expenses will include a tax offset allowance calculated as 35% of the direct travel expenses up to the overall \$10,000 relocation limit.

**3.5 UUA Interim Minister's Training:** In addition to other employee-related expenses specified by this agreement, the Congregation will pay, up to \$1,500, toward the tuition, room, and travel expenses of the cost of the UUA-sponsored Interim Minister's training.

**3.6 Interim Ministry Sabbatical Fund:** In recognition and appreciation of the unique work of interim ministry, the Congregation will contribute \$1,000 to the UUA Interim Ministry Sabbatical Fund. Such payment will be made to the UUA Office of Church Staff Finances.

**3.7 Review of Compensation:** The Interim Minister will consult with the Board and the Ministerial Search Committee on the proposed Settled Minister's salary, housing, and benefits. Such consultation will include trends in ministerial compensation and such other factors as the area's cost-of-living. This review will also take into consideration how the Minister's and other staff compensation compares to the UUA Compensation Guidelines. As appropriate, the Interim Minister may request a consultation by a UUA Compensation Consultant to help the Congregation develop the compensation package for the incoming Minister and review salary and benefits for all staff.

#### **4.0 WORK WEEKS AND LEAVE PROVISIONS**

**4.1 Work Week:** Ministry is a calling and the Interim Minister is an exempt full-time professional. In recognition that ministry is time intensive with widely varying hours, the Interim Minister and the Board will discuss the broad parameters of the Interim Minister's schedule, understanding that the work of ministry is multifaceted, unpredictable, highly relational, and subject to unforeseen activities and events. The Interim Minister is responsible for monitoring their time to ensure the proper balance of work and time off.

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

**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 Interim Minister will have two weeks of study leave per year. The Congregation understands that the Interim Minister is working during Study Leave. Should a Congregational emergency arise requiring the Interim Minister's return from study leave, all reasonable costs of such return will be borne by the Congregation.

**4.4 Vacation:** The Interim Minister will be relieved of all responsibilities for a total of six weeks per year. A week of vacation is seven days. Should a Congregational emergency arise requiring the Interim Minister's return from vacation, all reasonable costs of such return will be borne by the Congregation.

**4.5 Holidays:** The Interim Minister is entitled to Holidays (days off with pay) consistent with the personnel Policies of the Congregation. If the Interim Minister is expected to work on a

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

**4.6 Sick Leave:** The Interim Minister will be credited with 10 sick days per calendar/fiscal year, and with sick days on a prorated basis at the beginning of the initial partial year. Sick leave may be used for the Interim Minister's illness or for the illness of a family member. Sick leave is not paid on employment termination.

**4.7 Extended Medical Leave:** Should the Interim 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 Interim 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.

**4.7.1** During Extended Medical Leave, vacation and study leave does 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 Interim Minister's salary and housing allowance. If the Interim 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 Interim Minister the difference between 100 percent of salary, housing, payment-in-lieu-of-FICA, and retirement contribution and the amount already paid.

**4.8 Parental Leave:** The Interim Minister may take 6 weeks of paid parental leave after the birth or adoption of a child. In recognition of individual family needs, the Interim 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 Interim Minister will be expected to communicate the dates of leave in advance to the Board.

**4.9 Leave for a Family Member:** The Interim Minister may take up to 4 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 Interim 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 Interim Minister may take up to 10 days of paid leave. For the death of a family member outside the immediate family, the Interim Minister may take up to 5 days of paid leave.

## **5. EMPLOYMENT TERM AND TERMINATION**

**5.1 Term:** The Interim Minister will serve the Congregation for a two-year period beginning August 1, 2021 and ending July 31, 2023 with the understanding that all vacation and study leave

will be taken before the end of this agreement which could result in a last day worked earlier than July 31, 2023.

The Interim Minister will not become a candidate for the Congregation's called ministry until at least three years have lapsed since the end of this interim ministry. Further, the Interim Minister agrees not to serve the Congregation for more than two years without the approval of the UUA Transitions Director.

**5.2 Agreement Extension:** If the Congregation wishes to extend this agreement for an additional year, the Board should seek approval from the UUA Transitions Director and notify the Interim Minister by March 1.

**5.3 Termination by Resignation or Retirement:** The Interim Minister may terminate voluntarily by providing 120 day notice in writing to the Chair of the Board, and such termination will become effective at the expiration of the 120 day period or any mutually agreed upon longer period. The Interim 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 120 day notice period and provide pay in-lieu of notice for the time period that the notice is shortened or eliminated.

#### **5.4 Termination Due to Death or Disability**

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

**5.4.2 Termination Due to Disability:** In the event that the Interim 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 Interim Minister's employment upon written notice to the Interim Minister. The Interim Minister will be entitled to receive any long-term disability benefits to which Interim Minister is entitled under any insurance plans. The Congregation's payments for the Interim Minister's benefits will cease immediately upon termination, but the Interim Minister will receive any vested retirement benefits or insurance continuation rights provided by law, insurance contracts or plan documents.

**5.5 Administrative Leave/Suspension:** The Board may place an Interim Minister on administrative leave with pay at its discretion to allow for an investigation of any complaints or concerns.

**5.5.1** If the personal or ethical behavior of the Interim Minister results in the Interim 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 draw down unused 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.

## **5.6 Termination by the Congregation**

**5.6.1 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 4 (four) months, 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.

**5.6.2 Dismissal with Reason:** The Interim Minister may be dismissed by the board with less than 120 day notice and without the severance payments described in this Agreement, if the Interim Minister:

**5.6.2.1** is convicted of a felony unless arising from civil disobedience;

**5.6.2.2** has their ministerial fellowship with the UUA terminated or suspended;

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

**5.6.2.4** 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.

**5.7 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 Interim 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.

**5.8 No Payment toward Benefits after Termination.** Following the Interim 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.

## **6. DISPUTE RESOLUTION**

**6.1 Mediation:** The Interim 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 has been unsuccessful, then one or both parties may seek to solely and finally resolve the dispute by arbitration. Any dispute or claim that arises out of or that relates to this employment agreement, or that relates to the breach of this agreement, or that arises out of or that is based upon the employment relationship shall be resolved by arbitration. Such arbitration shall be the exclusive remedy and will be before a tribunal consisting of one Unitarian Universalist Minister appointed by the Interim 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 Interim Minister and the Congregation.

**7.0 AMENDMENT AND CHOICE OF LAW**

**7.1** The terms of this Agreement may be changed by mutual consent of the Interim Minister and the Board. 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** This Agreement is subject to the laws of the State/Commonwealth of Utah 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.

**7.4** A signed copy of this agreement will be sent to:

Transitions Office, UUA  
24 Farnsworth Street  
Boston, MA 02210

Agreed to this 5<sup>th</sup> day of June, 2021.

For the Congregation: \_\_\_\_\_, President  
Date: June 5<sup>th</sup> 2021  
\_\_\_\_\_  
Date: May 31<sup>st</sup> 2021

cc: Regional Lead, Congregational Life Staff, UUA  
Ministerial Transitions Director, UUA