

Consulting Ministry Contract

I. INTENTION

The intention of this Agreement is to set forth the responsibilities and obligations of the Consulting Minister to the Congregation and of the Congregation to the Minister as we: seek to dwell together in peace; seek the truth in love; and serve one another and the larger community. It is recognized 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.

This is an agreement between The Rev. Jeanne Lloyd, hereinafter referred to as the "Minister," and the Governing Board of Mattatuck Unitarian Universalist Society of Woodbury, CT, hereinafter referred to as the "Governing Board." The purpose of this agreement is to create the conditions under which the Congregation will progress toward the achievement of key goals to be determined at a "Start Up" Workshop conducted by the District Executive in Fall 2008 with the Board and Minister, and in conversation with the congregation.

II. CONSULTING MINISTER

General Duties

The specific allocation of the minister's responsibilities should be determined annually at a leadership goals retreat with the congregation's elected leadership. The general contributions that may rightfully be expected include:

- worship and preaching
- pastoral care, counseling, and rites of passage
- teaching
- prophetic witness, including community and denominational service
- congregational administration (together, the governing board and the minister determine which administrative responsibilities and authorities lie with the board, which with the minister, and which are shared.)

Recognizing that it takes time for the congregation to develop its areas of focus, and clarity about the respective roles of minister, leadership and congregants, the Minister nonetheless agrees:

1. To serve as Consulting Minister of the Congregation half-time (20 hours/wk), beginning September 1, 2008, and ending August 31, 2009, or longer as mutually agreed to by the congregation and minister. Any extension of the term of or termination of this agreement will be negotiated by 3/1/09.
2. To observe the service priorities agreed upon jointly with the Governing Board as set forth in the attached Memorandum of Consulting Minister's Duties.
3. To adhere to the *Code of Professional Practice* and the *Guidelines* of the Unitarian Universalist Ministers Association and of the Unitarian Universalist Society for Community Ministries.
4. To observe a ministerial schedule which places the Minister in Woodbury, Connecticut for periods of approximately 1-2 days/week including the 2nd & 4th Sunday(s) of each month, preaching an average of twice each month. Variations may be agreed upon, e.g. to accommodate a holiday service or special observance. Owing to the shared nature of this minister with another congregation, every attempt will be made to equitably (with the other congregation) offer the minister the following weekends off: Columbus Day Sunday, Thanksgiving Sunday, Post-Christmas Sunday, President's Day Sunday, and/or, Memorial Day Sunday.
5. To carry out the normal responsibilities of congregational ministry, including worship and pastoral care, and to serve as congregational consultant during the period, with emphasis on assisting the

congregation in general, and its leadership, in particular, in accomplishing its stated congregational goals and objectives.

6. To be reasonably available for consultation or pastoral care by telephone or e-mail at other times while away from the congregation's locale.
7. To be reasonably available for face to face conversations and meetings while in the congregation's locale, performing most sermon research and writing at home.
8. To be available for extraordinary service with the understanding that either the Governing Board, individual members, and/or the congregation, will provide compensation and expense reimbursement for such additional service.
9. To not discuss specific prospective candidates for the called ministry of the congregation with members of the congregation.
10. The Minister shall use her time as she deems necessary for the best fulfillment of the Consulting Ministry consistent with the written memorandum of service priorities.

Pulpit and Worship Services

11. It is a basic premise of this Congregation that the pulpit is free and untrammelled. The Minister is expected to express her values, views, and commitments without fear or favor.
12. The Minister will be responsible for all worship services, including seasonal celebrations and rites of passage, such as weddings, child dedications, and funerals and memorial services except those for which the Sunday Services Committee assumes responsibility.

Services to Persons

13. 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 own pastoral care program. The Minister will maintain awareness of her/his own limitations, and will refer members for professional counseling and other specialized services as appropriate.
14. While the Minister will provide ceremonial services and counsel to members of the Congregation without fee or honorarium, she may accept a donation for her travel expenses. When such services are provided to nonmembers, such fee or honorarium may be set by and is the property of the Minister.

Services to the Board and Committees

15. 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.
16. The Minister will be an ex officio member without vote on all committees and task forces except the Nominating and Ministerial Search Committees, and will attend meetings of the Board of Trustees and Committee on Ministry except during executive session. The Minister will confer with each committee on how best to assist it, on an as needed basis. Attendance by the Minister at most committee meetings is welcome but not expected.

Community Activities

17. 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 on controversial issues, the Minister must clearly indicate that such speech is not on behalf of the Congregation unless the Congregation has otherwise authorized.

Relationship to Church Staff

18. The Minister serves as Supervisor of the Director of Religious Education and for the administrative functions of the Administrator's staff position.

19. The Minister participates in annual staff evaluations and recommends personnel actions to the Board of Trustees. The Minister will consult with the Board prior to the Board taking action to hire or discharge staff, and prior to changing staff compensation.

Intellectual Property

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

Taxes

21. All tax payments will be the responsibility of the Minister.

III. THE CONGREGATION AGREES:

The Board of Trustees, on behalf of the congregation, recognizes that it bears a responsibility for the minister's (and staff) material welfare and spiritual development. The Board therefore pledges to build and nourish with the minister (and staff) a relationship of mutual support, mutual accountability, and shared celebration. It assumes a primary role in developing lay leadership and engaging congregants in the work of the church (collectively, through committees, and other gatherings) as the congregation endeavors to fulfill its mission in the world. Lastly, the board assumes primary responsibility for initiating stewardship practices that allow congregants full and ample opportunity to define and support the financial needs of the church.

Financial Obligations

1. To provide the following compensation, benefits, and professional expenses:

A. Salary plus Housing Allowance (S&H), payable twice monthly on or before the 15th and 30th of the month, beginning on September 1, 2008, retrospectively.

- 1) Salary of \$26,000.
- 2) a) the Governing Board will consider the minister's request that a portion of Salary be designated Housing Allowance once the Minister has ascertained the likely domiciliary costs to be incurred. Thereafter, the minister's Clergy Housing Allowance shall be re-evaluated and affirmed in board minutes each November or December for revised allocation distribution effective in January of the following year. Clergy Housing Allowance may be adjusted at anytime during the year, payable prospectively only. It is the minister's responsibility to initiate this process.

B. Benefits

- 1) In lieu of employer's FICA, at 7.65 percent of S&H, payable monthly. (\$1989)
- 2) Retirement plan contribution made by due date to the UUA's Retirement Plan and/or other appropriate pension plan, of 10 percent of total Salary and Housing. (\$2600/year)
- 3) Insurance premiums:
 - a) Medical insurance: 50 percent of premium for the Minister's dependent son (\$1043±/year). Medical insurance is waived by the Minister for herself and spouse.
 - b) Dental insurance is waived by the Minister for herself, spouse, and son.
 - c) Disability income insurance for the Minister, 100 percent of premium. (\$260±/year)
 - d) Group term life insurance for the Minister, 100% of premium. (\$200±/year)

C. Professional and out-of-pocket expenses: Up to 12 percent of S&H, payable promptly on voucher by the Minister in accordance with an Accountable Reimbursement Plan developed

jointly by the Minister, President, and Treasurer. Appropriate expenses for reimbursement include, but are not limited to, travel, automobile mileage (including to and from the minister's home to Woodbury), lodging, meals, incidentals, conference registration, entertainment, pulpit gowns, books, periodicals, dues, office equipment such as computers, and 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 unused Professional Expense balance to the above amount will be paid as salary at the end of the contract. (\$2908/year)

2. The total cost to the congregation of salary and housing plus the additional benefits, professional expenses, and travel stipend is \$35,000. The Governing 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.

3. The congregation agrees to maintain the following forms of insurance on behalf of its volunteer leadership and paid minister/staff:

- Professional Liability Coverage
- Directors & Officers Liability Coverage
- Sexual Misconduct or Sexual Abuse Endorsement
- Religious Institution Hired Auto and Non-Owned Auto Liability Coverage

General Responsibilities

4. To relieve the Minister of all responsibilities and to permit her/his absence from the area for a total of one month of vacation and one month of study leave during the period of service.

5. To provide suitable office space for meetings, work, and counseling, and appropriate office equipment (including telephone service, a computer and printer and modem, copier access and similar materials) to serve and communicate with members and friends of the Congregation and on behalf of the Congregation.

6. To form a Committee on Ministry to assist the Congregation and the Minister in assessing and affirming vibrant shared ministry.

7. To re-examine this contract with the Minister at least annually, no later than March 1st, with specific consideration given to the renewal of the contract for an additional year.

Shared Leadership

8. 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. The Congregation looks to its Minister for spiritual leadership and initiative, for assistance in setting and articulating its vision, and for professional and inspired performance and oversight of the Congregation's programs in collaboration with the Board of Trustees and the Congregation's committees. As such, the congregation and/or its leadership agree to cooperate fully with the Minister in the performance of his/her duties, including but not limited to:

- (a) Scheduling and attending a "start-up" workshop to help establish congregational/ministry goals, and distinguish roles and responsibilities between minister, board, and congregation.
- (b) Developing and striving to honor a covenant established between minister and board.
- (c) Supporting in spirit and in physical presence, as best as is reasonably possible, milestone/educational events designed to help the congregation achieve its stated objectives.

IV. TERMINATION

1. In the event the Minister shall be incapacitated during the term of this contract, the congregation will continue the above payments for 30 days only if the disability occurs in the first two months of the first year of her relationship with this congregation and for 90 days only if the incapacitating disability occurs after her first two months of ministry to the congregation.
2. The term of the relationship between the Minister and the governing board is as specified in this agreement or until the long-term disability or death of the Minister if such long-term disability or death occurs before the end of the specified term.
3. The Minister and the Governing Board agree that if, at any time, either party is not satisfied with the relationship with one another, either party may terminate this agreement upon 90 days notice to the other party. Notice shall be in writing and addressed to the Minister at her residence or to the President of the Board of Directors at the congregation. A shorter period of notice may be agreed upon by both parties.
4. A decision to terminate the Agreement shall be by majority vote of the Governing Board.
5. At termination, accrued unused vacation will be compensated in the financial equivalent. Accrued study leave is not compensable.
6. In the event of dismissal other than for cause as specified in section 7 below, salary, housing allowance, and benefits will continue during the longer of three months ("Severance") 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.
7. The Minister may be dismissed with less than ninety days' notice, and without the severance payments described in Section 6 (preceeding paragraph) of this Agreement, if the Minister:
 - (a) is convicted of a felony;
 - (b) has her ministerial fellowship with the UUA terminated or suspended;
 - (c) is found by the Congregation's governing committee to have engaged in physically or sexually abusive acts toward a member of the Congregation, a Congregation employee, or a child, or;
 - (d) is found by the Congregation's governing committee 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.

V. AMENDMENT

1. The terms of this Agreement may be changed by mutual consent of the Minister and the Board of Trustees.
2. This Agreement is subject to the laws of the State of Connecticut 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.
3. A signed copy of this agreement shall be sent to the Transitions Office, Unitarian Universalist Association of Congregations, 25 Beacon St., Boston, MA 02108.

This Contract represents an official offer by the Congregation to the Consulting Minister when her hiring is approved by the Governing Board.

For the Governing Board: _____ **(signature)**
Name and title: _____ **Date approved:** _____

Consulting Minister: _____ **Date Accepted:** _____

Memorandum of Consulting Minister's Duties¹

Note: Those duties the performance of which will best enable the congregation to progress toward the achievement of its key goals should be selected. No minister who is a human being could do all this. A congregation and its Consulting Minister should choose some of the duties listed below and/or create others not listed.

Congregation and Minister agree that the Minister will:

- Have primary responsibility for two Sunday services per month including sermon research and writing, preparation of service materials, cooperation with the music committee and Sunday service committee and the involvement of lay members in the services.
- Hold scheduled office hours for congregant calls or visits by appointment.
- Provide newsletter copy for Sunday services, adult education, a Minister's column and special notices.
- Attend Board meetings and/or present a Ministerial report at the Board meeting.
- Provide special consultation on growth issues. Meet and coordinate with officers of the congregation regarding planning, programs and opportunities.
- Attend and/or coordinate with the Sunday service committee, the Religious Education committee, Adult Religious Education committee, Music committee, Membership committee, Pastoral Care committee, Finance committee and other committees as needed and available, or as recommended by the President or Board.
- Work with the Religious Education coordinator and choir director to coordinate events and services.
- Conduct Adult Religious Education classes and workshops as available.
- Work with the Membership committee to welcome and orient newcomers and new members. Cooperate in follow-up of visitors and new members as time permits.
- Provide pastoral care, including hospital and home visits as needed in coordination with the Pastoral Care committee.
- Be available by telephone throughout the month at reasonable hours for consultation on congregational business or with members seeking support or counsel. Be available by email for the same purposes.
- Attend church dinner or social events as available.
- Attend community social action/ social justice events as available.
- Attend district, UUA, UUMA, interfaith or other meetings as available.
- Perform rites of passage for members including child dedications, marriage, memorial services, services of union and similar events consistent with contract limitations.
- Supervise church staff and work with Personnel Committee to ensure good human resource practices.

¹The Consulting and Part-Time Ministry Handbook for Congregations, published by the Pacific Northwest District. Reprinted by permission.