

**BUCKMAN BRIDGE UNITARIAN UNIVERSALIST CHURCH (The Congregation) and
REV. AMY-MOSES-LAGOS (The Minister) JOINTLY ENTER INTO THIS COVENANTAL AGREEMENT
FOR HALF TIME CONTRACT MINISTRY**

For one year

September 1, 2020 through August 31, 2021

1. GOALS, RESPONSIBILITIES AND RELATIONSHIPS

1.1 Intention

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. 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 on both sides in open communication, mutual trust, good faith, and an open and agreed upon process. The Congregation will act through its Governing Board (referred to as the "Board").

1.1.1 It is recognized that the Minister is located remotely in Seattle, WA, and due to the COVID-19 pandemic will perform all responsibilities virtually.

1.2 Shared Leadership

1.2.1 The Minister and the Congregation share responsibility for the leadership and ministry of the Congregation. The relationship of the 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 The Congregation looks to the Minister to provide spiritual leadership, historical and theological grounding and perspective, assistance in setting and leadership in implementing its mission in collaborative partnership with the Board, Congregational committees/teams, and staff.

1.2.3 The Minister looks to the Congregation to live out its mission and vision, demonstrate effective leadership, 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 Minister and holding members of the Board as well as the Congregation to behavior that is respectful of the Minister and of the office, and that is consistent with our shared values and Principles as Unitarian Universalists.

1.2.5 Within the first 3 months of ministry, UUA Congregational Life Staff will be consulted to plan a workshop for the Minister and Congregation leaders on Shared Ministry.

1.2.6 The Board will appoint a committee that, along with the Board and the Minister, will periodically assess the Minister's effectiveness in carrying out the shared ministries of the Church using the guidelines put forth by the UUA Ministerial Fellowship Committee for renewal of fellowship.

1.2.7 The Congregation and the Minister affirm our mutual commitment to address the systemic prejudices and biases found within all parts of society by, among other things, working to ensure that the Minister, members of the Congregation, and staff are trained to understand, welcome and better serve a multiracial, multiethnic, increasingly diverse community and enhance the ability of each individual to live our values of justice, equity, and interdependence. The Board and Minister are

committed to an ongoing process to address 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.

2. RESPONSIBILITIES

2.1 Services to the Board and Leadership Groups

2.1.1 The Minister will be an ex officio member, without vote, of the Board. The 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 The Minister will be an ex officio member, without vote, of all committees, task forces, or teams except the Leadership Development Committee and a Ministerial Search Committee formed following the announcement of the Minister's retirement or departure. The Minister will confer, as needed, with each committee on how best to work together to serve the Mission of the Congregation. Attendance by the Minister at committee meetings is welcome, but not routinely expected.

2.2 Pulpit and Worship Services

2.2.1 It is a basic premise of this Congregation that the pulpit is free. The 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 Minister shall provide leadership in collaboration with the Worship Committee for the overall practice and direction of worship arts at BBUUC. The Minister shall have primary responsibility for those Sunday services that they will be presiding over as scheduled within the terms of this contract. The Minister may choose to utilize members of the team of Worship Leaders to assist with their services. The Minister's overall collaboration in worship planning will guide, influence, or impact services during the weeks they are not scheduled to speak. Those services will be coordinated and conducted by members of the Worship Committee (Worship Leaders), with sermons delivered by guest ministers or speakers, or in-house speakers. The Minister will work with the Worship Committee to develop the annual schedule of worship services, which includes a close alliance with the Director of Lifespan Religious Education (DLRE) in planning Family Worship (intergenerational), ceremonies, weekly Time for All Ages, and other opportunities for children and youth to participate in worship.

2.2.3 The Minister will have primary responsibility and lead worship services 18 Sundays per year, in keeping with their 50% position. In general, that will include the two Sunday worship services per month that occur during the two weeks per month that they serve the Congregation as half-time minister. In some months, the Minister will only be primarily responsible for one worship service (e.g., their first month of service, and months that include vacation time, study leave, or denominational activities such as UUA General Assembly). In planning the worship calendar, the Worship Committee and Minister will practice flexibility regarding major religious holidays as they affect worship, with consideration for the Minister's schedule and other commitments. With a strong tradition of lay worship leadership, the Worship Committee strives to practice shared ministry with generosity, flexibility, and consideration, in covenant and relationship with our Minister.

2.3 Other Ministerial Services

2.3.1 The Minister will conduct rites of passage, including weddings, child dedications, and memorial services as well as provide pastoral care services, including crisis intervention and visitation of the homebound, sick, dying, and bereaved, both directly and in conjunction with the Congregation's Pastoral Care Team. The Minister will maintain awareness of personal limitations and boundaries and will refer members for professional counseling and other specialized services as appropriate. The Minister will provide such ministerial services and counseling to members of the Congregation without fee or honorarium. Pastoral Care services may be provided virtually. Pastoral Care is limited to the two weeks per month of half-time ministry, unless the Minister agrees to respond to a crisis or emergency outside of their scheduled time.

2.3.2 The Minister may charge a fee when rites of passage, pastoral care services, and other ministerial services are provided to non-members of the Congregation.

2.4 The Minister will engage in the Jacksonville area community to the extent possible with their half time position and virtual ministry.

2.5 Relationship to Congregational Staff and Affiliated Community Minister

2.5.1 The Director of Lifetime Religious Education (DLRE) and Office Assistant will report to the Board for hiring, discharge, compensation and direct supervision. The Minister will collaborate directly with the DLRE and Office Assistant. The Minister will participate with the Board in staff support and evaluations.

2.5.2 The Minister will enter into a covenant with the Affiliated Community Minister that will delineate the roles and responsibilities of each in the spirit of the UUMA Guidelines.

3. COMPENSATION, BENEFITS, AND PROFESSIONAL EXPENSES

3.1 Salary and the Allocations to Housing Allowance

3.1.1 The Congregation will provide to the Minister a starting salary, including housing, of \$2,833.34 per month which on an annual basis is \$34,000.08. Salary + Housing shall be payable monthly on or before the 4th of the following month.

3.1.2. The Board will annually designate a portion of salary as a Housing Allowance as determined by the Minister in accordance with federal law.

3.2 The Congregation agrees to provide the following employee benefits:

- Payment-in-Lieu of Social Security/Medicare Tax
- Workers Compensation (if Church Mutual offers)
- Professional expenses not to exceed \$3,400 per year

3.3 The Board will review the Minister's salary, housing, and benefits if this contract is renewed, taking into consideration merit in meeting or exceeding expectations, changes in the cost of benefits, UUA Compensation Guidelines, and the financial means of the Congregation

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

4.0 WORK WEEKS AND LEAVE PROVISIONS

4.1 The Minister is an exempt professional. Half time is intended as two full-time weeks per month, with the specific weeks negotiated between the Board and the Minister. The minister is responsible for monitoring their time to ensure that half time is fulfilled and not exceeded.

4.2 The Minister will inform the Congregation of times when appointments may be scheduled.

4.3 In recognition that the Minister works, on average, six days each week, the Minister will be relieved of all responsibilities for a total of four weeks per year. Two weeks will be taken as vacation while two weeks will be considered study leave, prorated for a partial year.

4.4 The Minister will be credited with 5 sick days per year, prorated for a partial year. Sick leave may be used for the Minister's illness or for the illness of a family member. Sick leave is not paid on employment termination.

4.5 Should the Minister suffer an illness, injury, or disabling condition that continues after all accrued sick and vacation leave has been exhausted, the Board will determine whether placing the Minister on Extended Medical Leave is appropriate.

5. EMPLOYMENT TERM AND TERMINATION

5.1 The term of this agreement is one year, from September 1, 2020 through August 31, 2021 unless terminated as provided below or by other mutual agreement. When the pandemic ends and the building reopens for Sunday worship services and other church functions, or at the end of one year, whichever comes later, the Board and the Minister will affirm their mutual desire to proceed with virtual ministry and may shorten the length of this agreement without fault, or may extend this agreement for additional months but no later than August 31, 2022.

5.2 The Minister may terminate voluntarily by providing ninety (90) days' notice in writing to the Board, and such termination will become effective at the expiration of the ninety (90) day period or any mutually agreed upon longer period. The 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 ninety (90) day notice period and provide pay in-lieu of notice for the time period that the notice is shortened or eliminated.

5.3 Termination Due to Death or Disability

5.3.1 Upon the Minister's death, the Minister's beneficiaries will be entitled to receive any death benefits to which Minister is entitled under any insurance plans. In the case of the UU Retirement Plan, participants are 100 percent vested, and beneficiary designations made by the participant are kept on file by the retirement plan Recordkeeper. Accrued vacation will be compensated in the financial equivalent to the Minister's beneficiaries.

5.3.2 In the event that the Minister is found eligible for long-term disability benefits and/or is absent from work, or physically unable to perform, the Congregation has the right to terminate the Minister's employment upon written notice to the Minister. The Minister will be entitled to receive any long-term disability benefits to which Minister is entitled under any insurance plans. The Congregation's payments for the Minister's benefits will cease immediately upon termination, but the Minister will receive any

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

5.4 The Board may place a Minister on administrative leave at its discretion to allow for an investigation of any complaints or concerns.

5.4.1 If the personal or ethical behavior of the Minister results in the Minister being suspended from fellowship by the Ministerial Fellowship Committee, or charges filed by a law enforcement agency, then the Board may suspend the Minister from duties, with or without compensation, until the matter is resolved. If the suspension is without compensation, the Minister may 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.

5.5 Termination by the Congregation

5.5.1 The Board may negotiate the Minister's resignation in exchange for a General Release of All Claims signed by the Minister. The Congregation may pay the financial equivalent of the Minister's unused vacation and continue the Minister's salary, housing, and the Congregation's contributions toward the Minister's insurance benefits, excluding professional expenses, for an additional one month per year of service, 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.

5.5.2 In accordance with provisions in the Congregation's bylaws, a duly authorized Congregational meeting may be called to consider and vote on a motion to dismiss the Minister. If dismissed by both a majority vote of the authorized members at the meeting and a majority vote of the Board, the Minister will receive a financial settlement equal to three (3) months' salary and housing allowance, benefits (excluding Professional Expenses), and the financial equivalent of unused vacation in exchange for a General Release of All Claims executed by the Minister.

5.5.3 The Minister may be dismissed by the Board with less than ninety (90) days' notice and without the severance payments described in this Agreement, if the Minister

5.5.3.1 is convicted of a felony unless arising from civil disobedience;

5.5.3.2 has their ministerial fellowship with the UUA terminated or suspended;

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

5.5.3.4 is determined by the Board to have seriously neglected the ministerial responsibilities under this Agreement, improperly used Congregational funds for personal gain, and/or to have engaged in activities that egregiously violate the UUMA guidelines.

5.6 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 Minister agree that the circumstances leading up to a termination need to be understood during the subsequent period of interim ministry and discussed with prospective ministerial candidates.

5.7 Following the 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.

DISPUTE RESOLUTION

6.1 The Minister and the Congregation will seek to resolve any disputes concerning the interpretation or performance of this Agreement or its validity or termination in keeping with UUA Principles and values. 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.

7. AMENDMENT AND CHOICE OF LAW

7.1 The terms of this Agreement may be changed by mutual consent of the Minister and the Board, except the termination provision provided for in the Congregational Bylaws. Change in the level of compensation will not alter the other terms of this Agreement. All changes must be in writing.

7.2 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 of Washington 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.

Agreed to this _____ day of _____, 2020.

For the Congregation: _____, President

Date: _____

Minister _____

Date: _____