

Letter of Agreement

The **People's Church of Kalamazoo Michigan**, hereinafter the Congregation and the **Reverend Rachel Lonberg** hereinafter the Minister, jointly enter into this Letter of Agreement effective, January 9th 2024.

1. GOALS AND RELATIONSHIP

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

1.1. The Minister and the Congregation share responsibility for the leadership and ministry of the Congregation. Achievement and maintenance of this collaborative relationship must likewise be shared. It is a relationship of discovery, of both self and other, in a context of mutuality.

1.2. 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.

1.3 The Minister looks to members of the Congregation to:

- Live out the Congregation's mission and vision,
- Demonstrate effective leadership,
- Be open to change,
- Broaden the meaning of community,
- Communicate issues or concerns in a forthright and respectful manner through established communication channels.

1.4 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 consistent with Unitarian Universalist values.

1.5 Anti-Racism, Anti-Oppression and Multicultural Awareness: The Congregation and the Minister commit to addressing the systemic prejudices and biases found within all parts of society. This work includes ensuring that the Minister(s), staff, and members are trained to understand, welcome, and better serve an increasingly diverse community. The Board and Minister(s) will continually address the ways that systems of oppression within and beyond our Congregation are perpetuated and agree to collaborate on a joint process of reflection 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 lives. When congregations call ministers who themselves hold historically or currently marginalized identities, the minister will be free to determine the extent to which they are called to lead in dismantling injustices related to the minister's own identities.

1.6 Ongoing Dialogue: The Board and Minister recognize the different cultural, racial/ethnic, ability, gender, sexual orientation, generational, economic, social, and theological experiences and identities that exist within our congregation, aware that these differences can be sources of both strength and challenge.

- The Board, the Minister, and the Committee on Ministry commit to honest and ongoing communication about how identity and power impact and shape the congregation.
- The Board and Minister commit to addressing concerns that arise, recognizing that conflict is inherent to a diverse community.
- Congregational leaders will consider how differences in identity, experience, or power might be a factor in any conflict.
- The Board and Minister will hold themselves accountable to our shared values and may seek an outside facilitator from the UUA or other mutually agreeable organization.

2. RESPONSIBILITIES

2.1. Pulpit and Worship Services

2.1.1. 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.

2.1.2. The Minister is accountable for all worship services, including seasonal celebrations and rites of passage, such as weddings, child dedications, and funerals and memorial services. The Minister is expected to collaborate with music staff, the Sunday services committee, other church members, and guest preachers in this work.

2.1.3 Leading Worship: The Minister will lead or co-lead worship between 30 and 35 Sundays each year, as well as major religious holidays observed by the Congregation. This number may be reduced to enable the minister's involvement in religious education or other concurrent programming.

- The Minister will be off and relieved of all responsibilities on at least one Sunday per month, as well as Sundays while on vacation and study leave.
- The minister will be relieved of all responsibilities for up to four Sundays each year to participate in denominational activities such as UUA General Assembly and regional meetings, collegial gatherings, or UUA/UUMA committees.

2.2. Services to Persons

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

2.2.2. The Minister will provide ceremonial services and counsel to members of the Congregation without fee or honorarium. When such services are provided to non-members, such fee or honorarium may be set by and is the property of the Minister.

2.3. Services to the Board and Committees

2.3.1. The Minister will be an ex-officio member without vote of the Board of Trustees. The Minister will report to the Board at its regular meeting, bringing to its attention specific concerns as they arise.

2.3.2. The minister will be an ex-officio member without vote of all committees and task forces except the Nominating and Ministerial Search Committees. The Minister will confer at least annually with each committee on how best to assist it. Attendance by the Minister at most committee meetings is welcome but not expected.

The unique role of the minister in advising the Nominating/Leadership Development Committee is acknowledged, as the minister is expected to have a breadth and depth of relationships to help identify appropriate leaders for the Congregation.

2.4. Community Activities

The Minister is encouraged to act in the community beyond the Congregation on behalf of liberal religious values, and to inform the congregation of such action through periodic reports. When the Minister speaks in public, the Minister must clearly indicate that such speech is not on behalf of the Congregation unless the Congregation has otherwise authorized.

2.5. Relationship to Church Staff

2.5.1 The Minister serves as Lead Administrative Officer (chief of staff).

2.5.2. As head of staff, the Minister is accountable to the board and the congregation. She will abide by personnel policies, the personnel manual and employment law. She will collaborate with board members, relevant church leaders, and other employees in making decisions about hiring and termination, though she has the authority to make final decisions.

2.6. Office Hours and Days Off

2.6.1 Availability for Appointments: The Minister will be available for appointments and will inform the Congregation of the way to schedule them.

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

2.7. Evaluation of the Ministry

A mutual comprehensive assessment of the ministry of the congregation will be conducted every three to five years by the Congregation and the Minister as part of a periodic review and renewal of the leadership and ministry of the Congregation.

2.8. Minister's and Congregation's Conduct

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

3. COMPENSATION, PROFESSIONAL EXPENSES, AND BENEFITS

3.1. Salary plus Housing Allowance

3.1.1. The Congregation will provide to the Minister a salary as determined by the yearly budgeting process.

3.1.2. The 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.

3.1.3. Salary (and housing [S&H]) shall be payable monthly on or before the fifteenth day of each month, beginning on August 15, 2015. S&H shall be reviewed annually by the Finance Committee and the Board of Trustees and approved at the Annual Congregational Meeting.

3.2. Other Benefits and Expenses

3.2.1. The Minister is strongly encouraged to participate in retirement, health, and group insurance plans including the long term disability insurance plan and the life insurance plan.

3.2.2. The Congregation will provide a taxable salary supplement in lieu of employer's FICA share, at 7.65 percent of S&H, payable monthly.

3.2.3. The Congregation will provide the retirement plan contributions that will be made by due date to the Unitarian Universalist Organizations Retirement Plan and/or other appropriate retirement plan, of 10 percent of total Salary and Housing.

3.2.4. Insurance premiums:

3.2.4.1. Comprehensive medical insurance for the minister and family at 100 percent of premium.

3.2.4.2. Group disability insurance, 100 percent of premium (with premium taken as taxable income by minister)

3.2.4.3. Group term life insurance, 100 percent of premium

3.2.5. Professional and out-of-pocket expenses.

Reimbursable up to \$2,700 payable promptly on voucher by the minister in accordance with an Accountable Reimbursement Plan developed jointly by the Minister, President, and Treasurer. Other expenses for reimbursement include, but are not limited to, travel, automobile mileage, lodging, meals, incidentals, conference registration, entertainment, pulpit gowns, books, periodicals, dues, office equipment such as computers, and continuing education events. It shall 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 Minister from the Congregation at the item's depreciated value or the depreciated value may be imputed as income on the minister's paycheck. The Congregation and Minister understand that IRS rules for Accountable Reimbursement Plans prohibit unused professional expenses from being shifted to salary.

3.3. Reallocation

The Board of Trustees 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.

3.4. Annual Review of Compensation

3.4.1. The Board of Trustees will review the Minister's compensation annually in consultation with the Finance Committee, and will recommend adjustments to the Congregation, taking into consideration such factors as merit in meeting or exceeding expectations, increases in the cost of living, changes in the cost of benefits, and the financial means of the Congregation. An increase in the amount of compensation will not alter the other terms of this agreement.

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

3.5 Annual Leave

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

3.5.2. Four of these weeks will be taken as vacation. During vacations, should an emergency arise requiring the Minister's return, costs of such return will be borne by the Congregation. Increases to the amount of vacation time will be considered by the Board every three years.

3.5.3. Four of these weeks will be taken as study leave. In recognition that Ministers need extended time away from the stresses and demands of daily congregational life to deepen their calling and develop their skills, the Minister will have four weeks (or the equivalent number of working days) of study leave per year. The Minister is working during Study Leave. Should a Congregational emergency arise requiring the Minister's early return from study leave, all reasonable costs of such return will be borne by the Congregation. Study leave is not paid out upon termination.

3.5.4. Holidays: The Minister is entitled to Holidays (days off with pay) consistent with the personnel manual of the Congregation. If the Minister is expected to work on a congregationally designated holiday or a holiday falls on the Minister's regularly scheduled day off, another day should be taken off within two weeks of the holiday

3.6 Denominational Service and Continuing Education

With the specific approval of the Board of Trustees, the Minister may be relieved of all responsibilities and absent from the area for up to four Sundays annually, inclusive of General Assembly, for participating in UUMA chapter, MidAmerica Region, and Unitarian Universalist Association functions and continuing education.

3.7. Sick, Medical, Disability, Birth/Adoption, and Family Leaves

3.7.1 Sick Leave: The Minister shall be credited with 10 sick days per calendar year each January 1, and with sick days on a prorated basis at the beginning of the initial partial year. Up to 10 days of accrued sick leave may be carried forward each year, but in no case may the balance exceed 60 days. Sick leave may be used for the minister's illness or for the illness of a member of the minister's immediate family.

3.7.2. Extended Medical Leave: Should the minister's illness, injury, or disabling condition continue after all accrued sick and vacation leave has been exhausted, the congregation shall place the minister on "Extended Medical Leave." Extended Medical Leave shall not extend beyond the earlier of either the commencement of long-term disability benefits or 90 days following the exhaustion of all sick and vacation leave. Vacation leave does not accrue during this period. During Extended Medical Leave, the congregation shall continue to pay all employee insurance premiums (health, dental, life, retirement, and long term disability) as otherwise provided by this Agreement, and no less than 75 percent of the minister's salary and housing allowance. If the 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 shall retroactively pay the minister at 100 percent of salary and housing.

3.7.3. Health and Dental Insurance at the Conclusion of Extended Medical Leave: At the conclusion of Extended Medical Leave, whether by approval for long-term disability benefits or by reaching the 90-day-limit, health and dental insurance premiums will be discontinued and the minister will be offered COBRA coverage if available.

3.7.4. Disability Leave: In the event the minister is approved for long-term disability benefits, the congregation will deem the minister actively at work and continue to pay the life insurance premium for an additional six months of transitional disability leave in accordance with the premium waiver provisions of the Group Life Insurance contract. Unless otherwise agreed to by both the congregation and the minister, salary and housing shall not be paid during disability leave.

3.7.5 Parental Leave: The Minister may take 12 weeks of paid parental leave after the birth or adoption of a child. In recognition of individual family needs, the 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 Minister will be expected to communicate the dates of leave to the Board as far in advance as practical.

3.7.6. Family Medical Leave: After serving for at least twelve months, the minister may take up to twelve weeks of unpaid leave to care for a family member (child, spouse/partner, or parent) with a serious health condition. Unpaid leave should be extended only after all sick and vacation leave has been used. During periods of unpaid leave, the congregation will continue paying premiums for health, dental, life, and long term disability insurance.

3.7.7. Bereavement Leave: Upon the death of an immediate family member (spouse/partner, child, sibling, parent, or in-law), the Minister may take up to 10 days of paid leave. For the death of a family member outside the immediate family, the Minister may take up to 5 days of paid leave.

3.8. Sabbatical Leave

3.8.1. The Minister shall use sabbatical leave for study, education, writing, meditation, and other forms of professional and religious growth. Sabbatical leave accrues at the rate of one month per year of service, with leave to be taken after four but before seven years of service. No more than six months of sabbatical leave may be used within any twelve month period. The dates of the sabbatical plan must be approved by the Board of Trustees at least one year in advance.

3.8.2 The Congregation will continue full salary, housing allowance, and benefits during sabbatical leave. Professional expenses may be negotiated.

3.8.3. Study Leave and Vacation still accrue during a sabbatical year but should be taken at another time during the year unless authorized by the Board.

3.8.4. In the event of the Minister's resignation, termination, or retirement, unused sabbatical leave is not compensable.

3.8.5. The Minister agrees not to resign from full-time service to the Congregation for a minimum of one year following the end of each sabbatical leave.

3.8.6. The Congregation agrees to take no action on ministerial tenure during a sabbatical leave except for extreme and unexpected circumstances and only after consultation with the UUA Transitions Director.

3.9. Intellectual Property

All notes, research, sermons, and other products of the minister's work shall be the sole property of the minister. However, it is expected that sermons will be made available on the Church website for a reasonable and mutually agreeable period of time.

4. EMPLOYMENT TERM AND TERMINATION

4.1 Term: The term of this agreement is indefinite unless terminated as provided below or by other mutual agreement.

4.2 Termination by Resignation or Retirement: The Minister may terminate voluntarily by providing ninety (90) days' notice in writing to the Chair of the Board; such termination will become effective at the end of the ninety (90) day period or any mutually agreed upon longer period. The Minister will continue to perform all duties and to provide for 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 duration of time period for which the notice is shortened or eliminated.

4.3 Termination Due to Death or Disability

4.3.1 Termination Due to Death: Upon the Minister's death, the Minister's beneficiaries will be entitled to receive any death benefits to which the 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. Earned, unpaid salary and accrued vacation will be compensated in a manner consistent with state law.

4.3.2 Termination Due to Disability: 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 duties at the conclusion of the Extended Medical Leave outlined in Section 3.7.2, the Congregation has the right to terminate the Minister's employment upon written notice to the Minister. The Minister will receive any long-term disability benefits to which the 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.

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

4.4.1 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 use earned 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.

4.5 Termination by the Congregation

4.5.1 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 one month per year of service up to ten (10), which is a period defined as administrative leave, 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.

4.5.2 Dismissal by Congregational Meeting: In the absence of a specific provision in the Congregation's bylaws, a duly authorized Congregational meeting may be called to consider a motion to dismiss the Minister. In order to pass any resolution regarding the dismissal of the Minister, a majority of members present and eligible to vote at a valid Congregational meeting must vote in favor of the dismissal. If dismissed by vote of the Congregation, the Minister will receive a financial settlement equal to three (3) months' salary, housing allowance and/or parsonage use, and benefits (excluding Professional Expenses) in exchange for a General Release of All Claims executed by the Minister. In addition, the minister will receive the financial equivalent of their unused vacation.

4.5.3 Dismissal with Reason: 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:

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

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

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

4.5.3.4 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. Appropriate UUA regional and/or headquarters staff will be consulted before dismissing a minister under the terms of this clause.

4.6 Non-Disclosure/Confidentiality Clause: No non-disclosure and/or confidentiality clause will be included in any negotiated agreement. 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.

4.7 No Payment toward Benefits after Termination: Following the Minister's employment termination under Section 5.5, 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.

5. DISPUTE RESOLUTION

5.1 Mediation: 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. 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.

5.2 Arbitration: If an effort to mediate or otherwise resolve a dispute related to this employment agreement or to the employment relationship has been unsuccessful, then one or both parties may seek to solely and finally resolve the dispute by arbitration. Such arbitration shall be the exclusive remedy and will be before a tribunal consisting of one Unitarian Universalist Minister appointed by the 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 Minister and the Congregation.

6. AMENDMENT

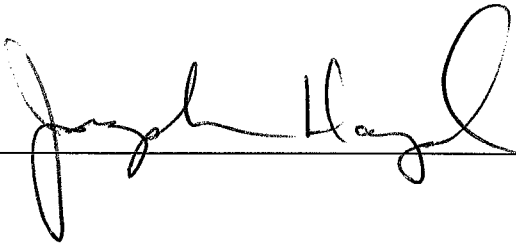
6.1 The terms of this Agreement may be changed by mutual consent of the Minister and the Board of Trustees, except that increases in Total Cost of Ministry, and changes in sabbatical and termination provisions require the approval of a majority of the congregation.

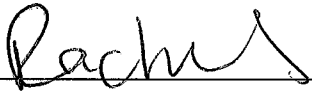
6.2. This Agreement will be reviewed at least every three years.

6.3 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..

6.4. This Agreement is subject to the laws of the State of Michigan and the bylaws of the Congregation. It has been drawn, offered, and accepted in the spirit of the Values, Principles and Purposes of the Unitarian Universalist Association.

Agreement Approved


_____ President, for the Congregation


_____ Minister

