

LETTER OF CALL and CONTINUING LETTER OF AGREEMENT

Prologue

The First Unitarian Universalist Church of Nashville, Tennessee, hereinafter the Congregation, and the Reverend Jason Shelton, as Associate Minister for Music, hereinafter the Associate Minister, jointly enter into this Letter of Agreement effective _____, 20____.

1. INTENTION

The intention of this Agreement is to set forth the responsibilities and obligations of the Associate Minister to the Senior Minister, the Associate Minister to the Congregation, and of the Congregation to the Associate 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, the Senior Minister, and the Associate Minister must be grounded in open communication, mutual trust, good faith, and open and fair process on all sides.

2. EXPECTATIONS AND RESPONSIBILITIES

2.1. General

- 2.1.1. The Associate Minister will demonstrate spiritual leadership and initiative through oversight of the Congregation's music ministries. This professional oversight will be in collaboration with the Senior Minister, the Board, and the Congregation's committees, choirs, and music professionals.
- 2.1.2. The Associate Minister will be expected to be available for pastoral care as requested and in coordination with the Senior Minister.
- 2.1.3. He will be expected to stay in communication with and collaborate with the Lay Ministers.

2.2. Relationship with Senior Minister and Leadership Goals

- 2.2.1. The Associate Minister will be supervised and guided by the Senior Minister in the spirit of the covenant to which they have both agreed. Yearly goals for the Associate Minister will be set in consultation with his Ministerial Advisory Committee and the Senior Minister.

2.3. Pulpit and Worship Services

- 2.3.1. It is a basic premise of this Congregation that the pulpit is free and untrammelled. The Associate Minister is expected to express his values, views, and commitments without fear or favor.
- 2.3.2. The Associate Minister will be free of Sunday service music responsibilities once in every eight-week period throughout the year, and the Senior Minister must approve the specific Sunday in advance.
- 2.3.3. The Associate Minister will be responsible for all aspects of the music program during Sunday morning services, including music for seasonal

celebrations except those for those occasions which occur during periods of leave as specified in Sections 3.3 through 3.5.

2.4. Services to Persons

- 2.4.1. As requested, and in coordination with the Senior Minister, the Associate Minister will work with the Senior Minister to 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/lay minister program. The Associate Minister will maintain awareness of his own limitations, and will refer members to the Senior Minister or for professional counseling and other specialized services as appropriate.
- 2.4.2. The Associate 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 Associate Minister. Priority will be given to members.

2.5. Services to the Board and Committees

- 2.5.1. The Associate Minister will report to the Board at its regular meeting, bringing to its attention specific concerns as they arise.
- 2.5.2. The Minister will be an *ex officio* member without vote of the Music Committee and the Worship Committee, and will attend meetings of his Ministerial Advisory Committee, except during executive session.

2.6. Community Activities

The Associate 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 Associate Minister speak or performs in public, the Associate Minister must clearly indicate that such speech or performance is not on behalf of the Congregation unless the Congregation has specifically authorized the speech.

2.7. Relationship to Other Staff Members

- 2.7.1. The Associate Minister is responsible for supervision of the Pianist.

2.8. Office Hours and Days Off

- 2.8.1. The position is three-quarters time. Office hours and responsibilities are described in an attached list of responsibilities. The Associate Minister is considered an exempt employee as a professional with advanced education.

2.9. Ministerial Advisory Committee

- 2.9.1. The Associate Minister's Ministerial Advisory Committee will monitor and nurture the health of the music ministry of the Congregation.

2.9.2. During the first six months of the Associate Minister's tenure, his Ministerial Advisory Committee will be composed of members selected from the current Advisory committee and the Minister of Music Transition Committee. Thereafter, a Ministerial Advisory Committee with staggered terms will be appointed by the Board from a slate jointly decided upon by the Associate Minister and the President.

2.10. Evaluation of the Associate Minister

The Committee on Ministry will conduct an assessment of the work of the Associate Minister every three years as part of a periodic review and renewal of the leadership and ministry of the Congregation.

2.11. Conduct of the Associate Minister and the Congregation

The conduct of the Associate 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 and Housing Allowance

3.1.1. The Congregation will provide to the Associate Minister salary, including a housing allowance, in the amount of \$38,025 plus potential cost of living adjustment for the first year of employment, based on three-quarters time. The Board of Directors will determine the amount to be designated as housing prior to the first payment of salary made under this Agreement. It is intention of the Congregation to compensate the Associate Minister in accordance with the Fair Compensation Guidelines as published by the UUA and to provide benefits in accordance with these guidelines. The Associate Minister must elect pension, health, and disability coverage or provide the Board with adequate rationale for not doing so.

3.1.2. In addition to the salary and housing amount listed above, the Congregation will pay the Associate Minister 7.65% of the salary and housing amount in lieu of FICA

3.2. **Professional Expenses:** Payable promptly on voucher by the Associate Minister in accordance with an Accountable Reimbursement Plan developed jointly by the Senior Minister, President, and Treasurer. Appropriate 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 may also include music related expenses such as recordings, tickets to performances, software and equipment for music composition, etc. It shall be the practice of the Congregation to reimburse such expenses at the maximum rate allowed by the tax laws.

3.3. Pension, contributions made by due date to the Unitarian Universalist Organizations Retirement Plan and/or other appropriate pension plan, of at least ten percent of total Salary and Housing.

3.4. The group term-life and long-term disability insurance plans available through the Unitarian Universalist Association (or price comparable alternatives), are offered and premiums are fully covered by the Congregation.

3.5. The group comprehensive health insurance available through the Unitarian Universalist Association (or price comparable alternatives), are offered and premiums are fully covered by the Congregation.

3.6. Vacation

3.6.1. The Associate Minister will be relieved of all responsibilities and may be absent from the area for a total of four weeks per year for vacation. This absence is to be scheduled in consultation with the Senior Minister to meet the needs of the Congregation.

3.6.2. During vacation, should an emergency arise requiring the return of the Associate Minister, all costs of such return will be borne by the Congregation.

3.6.3. Vacation leave must be taken annually and cannot be carried over to the following year.

3.7. Professional Development Leave

3.7.1. Up to four weeks may be taken as professional development leave. Professional leave may be used for study, education, writing, meditation, and other forms of professional and religious growth. Professional development leave will be scheduled in consultation with the Senior Minister.

3.7.2. Attendance at meetings on behalf of the Congregation, such as the UUA General Assembly and UUMN, will count as regular work time rather than professional development.

3.7.3. During professional development leave, should an emergency arise requiring the return of the Associate Minister, all costs of such return will be borne by the Associate Minister.

3.8. Sick and Family Leave

3.8.1. The congregation will continue full compensation to the Associate Minister during disability due to illness or accident on the same basis as other full-time equivalent (30+ hours) church staff.

3.8.2. The congregation will continue compensation to the Associate Minister during the illness, disability or death of a family member, or during pregnancy, birth, or adoption of a child, on the same basis as other full-time equivalent (30+ hours) church staff.

3.9. Sabbatical Leave

The Associate Minister will be offered sabbatical leave under the following terms:

- 3.9.1. Sabbatical leave is for study, education, writing, meditation, composing and other forms of professional and religious growth.
- 3.9.2. Sabbatical leave accrues at the rate of one month per year of service, with leave to be taken after five but before seven years of service. No more than six months of sabbatical leave may be used within any fiscal year. The Board and Senior Minister must approve the dates of the sabbatical leave at least one year in advance.
- 3.9.3. The Congregation will continue full salary, housing allowance, and benefits during sabbatical leave. Professional expenses may be adjusted.
- 3.9.4. The Congregation will consider sequestering funds for use in funding the Congregation's additional expenses during the sabbatical of the Associate Minister. This sabbatical fund is the property of the Congregation.
- 3.9.5. The Associate Minister agrees not to resign from service to the Congregation for a minimum of one year following the end of each sabbatical leave.
- 3.9.6. The Congregation agrees to take no action on ministerial tenure during a sabbatical leave.

3.10. Annual Review of Compensation

- 3.10.1. The Board will review the Associate Minister's compensation annually in consultation with the Committee on Ministry, Finance Committee, and Personnel 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.
- 3.10.2. The Congregation shall consider such recommendations as a part of the normal budgeting process, and shall act upon them at the annual congregational meeting held for this purpose.

4. TERMINATION

- 4.1. The term of this agreement is indefinite. It will continue until the Associate Minister provides the Congregation with at least ninety days' notice of intent to resign or retire, or until the Congregation provides the Associate Minister with at least ninety days' notice to dismiss, or until a long-term disability prevents the Associate Minister from carrying out his duties, or until the death of the Associate Minister.
- 4.2. In the absence of a specific provision in the bylaws, a decision to dismiss the Minister shall be by a majority vote of all members of the Congregation

present and eligible to vote at a meeting called for that purpose at which a quorum is present.

- 4.3. In the event of the resignation, termination, or retirement of the Associate Minister, unused sick or family leave, professional leave or sabbatical leave is not compensable. Unused vacation leave will be compensated on the basis of salary and housing allowance that has been accrued as of the termination date.
- 4.4. The Associate Minister may be dismissed with less than ninety days' notice, and without the severance payments described in Section 4.1 of this Agreement, if the Associate Minister:
 - 4.4.1. is convicted of a felony
 - 4.4.2. has her ministerial fellowship with the UUA terminated or suspended
 - 4.4.3. is found by the Board of Directors or the Congregation to have engaged in physically or sexually abusive acts toward a member or friend of the Congregation, a Congregation employee, or a child, or
 - 4.4.4. is found by the Board of Directors of the Congregation 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.

5. AMENDMENT

- 5.1. The terms of this Agreement may be changed by mutual consent of the Associate Minister and the Board of Directors until the next annual Congregational Meeting, at which time the change in terms must be approved by the Congregation.
- 5.2. This Agreement will be reviewed at least every three years.
- 5.3. This Agreement is subject to the laws of the State of Tennessee 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.

6. OFFER

This Agreement represents an official offer to the Reverend Jason Shelton when the calling of said Associate Minister for Music is approved by the Congregation and accepted by the Associate Minister and shall become final upon occurrence of all the following events:

- acceptance of this offer by the Associate Minister
- calling of the Associate Minister to the Congregation
- acceptance by the Associate Minister of the call.

Date Offer Approved: _____

For the Congregation:

By: _____, Board President

Date Offer Accepted: _____

By: _____, Associate Minister of Music

Date Call Extended: _____

For the Congregation:

By: _____, Board President

Date Call Accepted: _____

By: _____, Associate Minister of Music

Date Agreement reviewed and revised: _____

By: _____, Board President

By: _____, Associate Minister of Music