# FIRST UNITARIAN UNIVERSALIST SOCIETY OF SYRACUSE Letter of Call and Ministry Agreement 2016 - 2017

This is an agreement between the Rev. Jennifer Hamlin-Navias, hereinafter the "the Minister," and the Board of Trustees of the First Unitarian Universalist Society of Syracuse, hereinafter the "Board of Trustees."

### 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 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.

### **Term of Service**

To serve as a <sup>3</sup>/<sub>4</sub> Part-time Settled Minister of the Congregation, this agreement will commence on August 1, 2016 and continue indefinitely until terminated by either party as provided herein. Compensation set out herein is for the 2016-17 fiscal year.

### **Shared Leadership**

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.

### Leadership Goals

Within the first year of ministry, the Minister, Board of Trustees, and the Congregational Relations Committee will engage in a retreat for the purpose of arriving at specific understandings about the sharing of power and responsibility, goals for the coming year, and a plan for periodic review and renewal of the ministry of the congregation.

### **Pulpit and Worship Services**

It is a basic premise of this Congregation that the pulpit is free and untrammeled. The Minister is expected to express her values, views, and commitments without fear or favor.

The Minister will be responsible for Sunday services a total of 25 Sundays per year.

The Minister will be responsible for worship services, including seasonal celebrations and rites of passage, such as weddings, child dedications, and funerals and memorial services except those for which the Worship Committee assumes responsibility.

### **Services to Persons**

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 own limitations, and will refer members for professional counseling and other specialized services as appropriate.

The Minister will provide ceremonial services and counsel to members of the Congregation without fee or honorarium. 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

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.

The Minister will be an ex officio member without vote of all committees and task forces except 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 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.

### **Relationship to Church Staff**

In consultation with the Board of Trustees, the Minister may delegate day-to-day supervision of the performance of staff members to appropriate committees.

The Minister participates in annual staff evaluations and recommends personnel actions to the Board of Trustees. The Board and Minister will jointly decide on hiring, discharging, and changing compensation of church staff.

## Office Hours and Days Off

The Minister will maintain regular and posted daytime or evening hours of availability in the office or at locations more convenient for congregants at least two days per week, with other times available by appointment.

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

### **Professional Practice**

The Minister agrees to adhere to the Code of Professional Practice and the Guidelines of the Unitarian Universalist Ministers' Association.

### **Sabbatical Leave**

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 from initial call. 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. In recognition of two years of contract ministry, the Minister begins this agreement with one month of Sabbatical Leave.

### Annual Review of Compensation

The Board of Trustees will review the Minister's compensation annually in consultation with the Congregational Relations Committee, and 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.

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.

### **Congregational Responsibilities:**

A. To provide suitable office space for meetings, work, and counseling, and appropriate office equipment (including telephone and internet service, a computer, 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.

- B. To continue a Congregational Relations Committee to assist the Congregation and the Minister in assessing and affirming vibrant ministry.
- C. To cooperate fully with the Minister in the performance of her duties. The Minister shall have freedom of the pulpit and shall use her time as she deems necessary for the best fulfillment of the Ministry consistent with the written memorandum of service.
- D. To conduct an annual evaluation of the Minister by using a survey of the congregation or of the leadership of the congregation.
- E. On-going opportunities for growth and reflection will be offered to ensure the success of the professional ministry and will be scheduled in consultation with the Congregational Relations Committee.

# Annual Leave:

- 1. The Minister shall be relieved from all ministerial responsibilities for a total of 6 weeks of paid time off (PTO). PTO shall include scheduled time off as well as unscheduled absences enumerated in paragraph 3 below. PTO shall include the weeks following Christmas and Easter.
- 2. If the Minister's presence is required during scheduled PTO, the Congregation shall reimburse any necessary travel expenses.
- 3. The Minister may use PTO for illness, disability or death within the family.
- 4. Unused PTO is forfeited as of July 1 of each year, unless other provisions, such as compensation time for unused leave, are made in writing and agreed by the Board of Trustees.
- 5. The Minister shall be provided with four (4) weeks of study leave during the term of this contract. Study leave shall be used in July and/or August.
- 6. When feasible, the Minister should provide at least 30 days written notice of a foreseeable leave of absence to provide alternate coverage and ensure uninterrupted ministerial services.
- 7. The Minister's participation in District, UUMA, and UUA events is part of her professional responsibilities and, as such, leave time will not be charged for attendance at these events.

# Family/Medical Leave of Absence

- 1. A family/medical leave of absence will be granted in the event of the Minister's own serious health condition or the serious health condition of the Minister's immediate family; or in the event of the birth or adoption of a child by the Minister. A serious health condition is defined as a total or partial disability that is supported by appropriate, valid medical documentation from a physician.
- 2. The Congregation will continue to pay the Minister's salary for the first sixty (60) days of absence for her own illness. After the 60 days or for a family member's illness, leave will be without pay or PTO may be used.
- 3. If a family / medical leave of absence of more than 60 days is necessary, this contract may be renegotiated at the request of either the Minister or the Board.

# Separation from Service:

In the event that the Minister resigns during the contractual period, she will give at least sixty (60) days' notice (less if by mutual agreement). Severance will be paid according to the UUA standards to be found in Recommendations Concerning Ministerial Agreements as described in the Model Letter of Agreement except for the departures specifically noted herein (see link: <u>http://www.uua.org/sites/live-new.uua.org/files/documents/mpl/transitions/ministerial\_agreements.pdf</u>).

In the event that the Minister's resignation is negotiated, salary, housing allowance, and benefits will continue for 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.

The 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 Minister:

- is convicted of a felony
- has her ministerial fellowship with the UUA terminated or suspended
- is found by the governing committee of the Congregation to have engaged in physically or sexually abusive acts toward a member of the Congregation, a Congregation employee, or a child, or

is found by the governing committee 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.

#### Modification During Term:

No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

#### **Invalid Provision:**

If a particular provision of this Agreement is declared to be invalid or unenforceable, it shall not affect the other provisions hereof. In such event, this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

#### **Limitations on Authority**

During the period of employment, the Minister shall be consulted, and her opinions given due consideration, in matters of budgeting and operations. Decisions of the Society and its Board of Trustees shall, however, be at the sole discretion of its members.

#### No Assignment: This Agreement may not be assigned by either party.

#### Applicable Law

These terms and conditions shall be governed by the laws of the State of New York.

The signed original of this agreement shall be placed in the Minister's personnel file. A signed copy of this agreement shall be sent to the Transitions Office, Unitarian Universalist Association, 24 Farnsworth St, Boston, MA 02210.

### Affirmation And Signatures

### IN WITNESS WHEREOF, the parties have executed this agreement.

### First Unitarian Universalist Society of Syracuse

Date: \_\_\_\_\_, 2016 by:

Rev. Jennifer Hamlin-Navias

The President's signature below represents acknowledgment that the Board of

Trustees has approved this contract for Rev. Jennifer Hamlin-Navias:

Date: \_\_\_\_\_, 2016 by:

Felice Killian-Benigno President of the Board of Trustees