

MINISTERIAL AGREEMENT between:

Valley Unitarian Universalist Congregation
6400 W Del Rio Street
Chandler, AZ 85226
480.899.4249

and

Reverend Doctor Andy Burnette

I GENERAL TERMS

The purpose of this agreement is to establish general terms and conditions under which the Reverend Doctor Andy Burnette (Minister) will serve as Senior Minister for Valley Unitarian Universalist Congregation (VUU or the Congregation). The purpose is also to express the mutual intent, understanding, and commitment of the parties named above to create a covenantal relationship in the spirit of good faith and cooperation and to work together toward the enrichment of the Congregation, its membership, and its ministry.

This Agreement is effective July 1, 2019. The length of this agreement shall be indefinite. It shall be reviewed annually prior to the Annual Congregational Meeting by both the Minister and by the Board of Trustees (BOT) of VUU. Changes in this agreement may be made by mutual agreement between the BOT and Minister. Each year, an updated Exhibit A shall be agreed upon between the parties, in accordance with the budget approved by the Congregation, subject to the provisions of the By-Laws of the Congregation. Changes shall take effect July 1 of the subsequent fiscal year.

II EXPECTATIONS

1. Shared Leadership

- 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.
- 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 BOT and the Congregation's committees.

2. Pulpit and Worship Services

- 2.1 It is the basic premise of the Congregation that we offer the Minister a free pulpit, even as we are a free people. The Minister is expected to express their values, views and commitments without fear or favor.
- 2.2 The Minister will be responsible for all worship services, including seasonal celebrations and rites of passage such as weddings, child dedications, funerals and memorial services except those for which an Associate Minister or the Worship Associates assume responsibility.

- 2.3 The Minister will be free of Sunday service responsibilities once per month.
 - 2.4 All notes, research, sermons and other products of the Minister's work shall be the sole property of the Minister. The Congregation has the right to nonprofit use (i.e., retaining podcasts and web postings of all sermons given to the congregation).
- 3. Services to Persons**
- 3.1 The Minister will serve members in their need for personal 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 their own limitations and will refer members for professional counseling and other specialized services as appropriate.
 - 3.2 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.
- 4. Services to the Board and Committees**
- 4.1 The Minister shall be an *ex officio* member without vote of the BOT and will attend meetings of the BOT. The Minister will report to the Board at its regular meeting, bring to its attention specific concerns as they arrive.
 - 4.2 The Minister shall be an *ex officio* member without vote of all committees and task forces except the Nominating and Committee to Recommend a Minister. The Minister shall coordinate and direct the activities of the Pastoral Care Program and the Worship Associates and shall counsel and advise volunteer Congregation leaders as needed. The Minister will confer at least annually with each committee on how they can best assist it. Attendance by the Minister at most committee meetings is welcome but not expected.
- 5. Community Activities**
- 5.1 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, she/he must clearly indicate that such speech is not on behalf of the Congregation unless the BOT has otherwise authorized.
- 6. Relationship to Congregation Staff**
- 6.1 The Minister is chief of staff and as such shall serve as the immediate supervisor for the Congregation Administrator and the Program Staff including the Director of Faith Formation, the Minister of Music and other senior members of the staff such as a Consulting or Associate Minister. The Minister shall consult, as needed, on work assignments of the staff.
 - 6.2 The Minister shall conduct annual staff evaluations and recommend personnel actions to the BOT. The BOT and Minister will jointly decide on hiring, discharging, and changing compensation of church staff in accordance with the budget approved by the congregation.
- 7. Denominational Responsibilities**
- 7.1 The Minister is expected to be involved in Unitarian Universalist Association (UUA) denominational affairs.

7.2 With the specific approval of the BOT, the Minister may be relieved of all responsibilities and absent from the area for up to four Sundays annually to attend denominational events including 1) the UUA General Assembly, 2) UUA mid-sized congregational assembly, 3) UUA Pacific Southwest District meetings, 4) UU Ministers' Association chapter meetings, and/or 5) other UUA functions. Attendance at these or other UUA/District events is a professional obligation and shall not be considered leave.

8. Office Hours and Days Off

8.1 The Minister shall maintain regular office hours each week and make a schedule of available hours known to the congregation.

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

9. Evaluation of the Minister

9.1 An annual assessment of the work of the Minister shall be conducted every year by the BOT.

10. Minister's and Congregation's Conduct

10.1 The conduct of the Minister and the Congregation shall be in accordance with the code of Professional Practice Guidelines for the Conduct of Ministry of the UU Ministers Association.

11. By-Laws Incorporation

11.1 The By-Laws of the VUU Congregation are hereby incorporated into this agreement and both the Congregation and the Minister agree to abide by the terms of said By-Laws.

III COMPENSATION AND PROFESSIONAL EXPENSES

1. Compensation Package

1.1 The Minister shall be compensated as set forth in Exhibit A, agreed upon between the parties each year and attached hereto.

2. Salary/Housing Designation

2.1 Prior to the effective date of this agreement, or to a revised Exhibit A, the Minister shall designate the percentage of the total amount in the Salary/Housing category to be received as Salary. The remaining percentage shall be designated as Housing.

3. In Lieu of Employer's FICA

1.1 The Congregation agrees to pay compensation in lieu of employer's FICA, at the federally established FICA rate as a percent of Salary and Housing, payable monthly.

4. Insurance and Pension

4.1 The Congregation's annual budget shall contain two separate categories for the Minister's Insurance and Pension. Any monies remaining in these categories at the end of the agreement period revert to the Minister as part of Salary and/or Pension.

4.2 The Minister shall allocate insurance monies among medical, disability, term life, and dental policies. The Congregation shall pay the premiums according to the following schedule:

4.2.1 Comprehensive medical insurance: 80 percent of premium for Minister, or 50% of premium for Minister, spouse/partner and/or dependents.

4.2.2 Group disability insurance: 100 percent of premium

4.2.3 Group term life insurance for the Minister: 100 percent of premium

4.2.4 Dental insurance for the Minister: 100 percent of premium

4.3 The Minister shall choose, and the Congregation shall budget after consultation with the Minister, a percentage not less than 10% of the Salary and Housing item for the payment of an additional amount in to the UUA pension plan.

5. **Professional Expense**

5.1 Professional expense shall form a separate budget category in the Congregation's annual budget and the Minister shall manage the money allocated to professional expenses. The Minister shall submit claims for reimbursement for professional expenses within 60 days of incurring such expense. Monies remaining in the professional expense category at the end of the fiscal year shall revert to the Congregation.

5.2 "Professional Expenses" include but are not limited to the following: travel, automobile mileage (excluding commuting miles), lodging, meals, incidentals, conference registration, entertainment, pulpit gowns, books, periodicals, dues, office equipment such as computers, and other 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 items the purchase of which is reimbursed from the professional expense category shall be the property of the Minister.

IV **BENEFITS**

1. **Annual Leave**

1.1 Annual leave shall be eight weeks per year. During this period the Minister is relieved of all regular responsibilities and may be absent from the area, with the understanding that up to four weeks of this period may be taken as vacation and the remainder ("Study Leave") will be used in various ways by the Minister to enhance professional capacities and prepare for regular duties through special study or educational programs, or to provide leadership at summer conferences and the like.

1.2 Any leave to be taken during the time in which the Congregation is holding regular services should be in arrangement with the Board of Trustees and Worship Associates or other such designated committee of the Board.

1.3 The Minister shall be responsible for ensuring emergency availability of an affiliated Minister or pastoral associate if a special circumstance or emergency arises. In the rare event that the services of the Minister are required during the annual leave, the

Minister may be subject to recall. The Congregation shall reimburse the Minister for expenses involved in return if the Minister is not in the area at the time.

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

- 2.1 Sick Leave: The Minister shall be credited with ten (10) sick days per calendar year prorated for any partial year. Up to five days of accrued sick leave may be carried forward each year, but in no case may the balance exceed 15 days. Sick leave may be used for the Minister's illness or for the illness of a member of the Minister's immediate family.
- 2.2 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 (EML), which 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 EML, the congregation shall continue to pay all employee insurance premiums 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 EML or the commencement of long term disability benefits, the congregation shall retroactively pay the Minister at 100 percent of salary and housing.
- 2.3 Health and Dental Insurance at the Conclusion of EML: At the conclusion of EML, whether by approval for long-term disability benefits or by reaching the 90-day limit, applicable health and dental insurance premiums (as appearing on Schedule A) will be discontinued and the Minister will be offered COBRA coverage if available.
- 2.4 Family Medical Leave: After serving for at least 12 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 payment premiums for health, dental, life, and long-term disability insurance (as appearing on Schedule A).
- 2.5 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 (as appearing on Schedule A) for an additional six months of transitional disability leave.
- 2.6 Parental Leave: After serving for at least twelve months, the Minister may take up to twelve weeks of unpaid leave in the case of the birth or adoption of a child. Unpaid leave should be extended only after all paid leave has been used. During periods of unpaid leave, the congregation will continue paying premiums for health, dental, life, and long-term disability insurance (as appearing on Schedule A).

3. Sabbatical Leave

- 3.1 A sabbatical leave is designed to strengthen a Minister's ability to serve their congregation. As such, the congregation owns the sabbatical. It is not accruing deferred compensation. 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, not to exceed a maximum accumulated sabbatical leave of six months. Sabbatical leave may be taken after four years of service. No more than four 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.

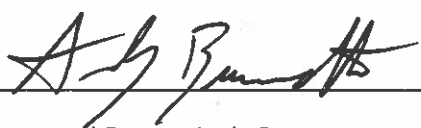
- 3.2 The Congregation will continue full salary, housing allowance and benefits during sabbatical leave. Professional expenses may be adjusted at the Congregation's discretion.
- 3.3 In the event of the Minister's resignation, termination, or retirement, unused sabbatical leave is not compensable.
- 3.4 The Minister agrees not to resign from full-time service to the Congregation for a minimum of two times the length of the previous sabbatical leave following the end of each sabbatical leave unless a shorter period shall be mutually agreed upon.
- 3.5 The Congregation agrees to take no action on ministerial tenure during a sabbatical leave.

V TERMINATION

Either party may terminate this agreement upon 120 days' written notice to the other party, unless a shorter period shall be mutually agreed upon. During any such notice period, the Congregation shall continue to pay the Minister under the terms of the Agreement and the minister shall continue to serve the Congregation under such terms. Forcible removal of the Minister must be by vote of the Congregation and consistent with the Congregation's By-Laws.

At termination, unused vacation will be compensated in the financial equivalent. Study/sabbatical leave is not compensable.

IN AGREEMENT:

MINISTER: 

Reverend Doctor Andy Burnette

July 30, 2019

Date

CONGREGATION: 

By: _____ for the Board of Trustees

7/31/19

Date

EXHIBIT A – COMPENSATION PACKAGE


SENIOR MINISTER, Rev. Dr. Andy Burnette

EFFECTIVE: July 1, 2019

Salary	\$ 70,963
Housing	\$ 27,560
In lieu of FICA	\$ 7,542
Pension Contribution	\$ 10,837
Medical Insurance	\$ 0
Disability Insurance	\$ 1,182
Term Life Insurance	\$ 0
Dental Insurance	\$ 0
Professional Expenses	<u>\$ 9,853</u>
TOTAL COMPENSATION/BENEFITS	<u>\$127,937</u>

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