

Unitarian Universalist Society of Mill Creek

Mid-Year Congregational Meeting

January 24, 2021

The primary purpose of our Mid-Year Congregational Meeting (“mid-year” references the approximate middle of our fiscal year) will be informational as to the current and projected financial state of the Society including: the status of the 2020-21 Budget with projections to the end of the fiscal year; the result of the 2021 Generosity Campaign; and information regarding our newly created Endowment Fund. We will also have an opportunity for questions regarding proposed revisions to Rev. Greg’s Letter of Agreement. Those revisions have been approved by the Board of Trustees and will require a congregational vote.

Voting Instructions:

Eligible members of Mill Creek will receive an email on January 17, 2021 with instructions and a link to the online balloting system. Our balloting system is run by ElectionBuddy.com. Each member will have a unique code allowing them to access a ballot and vote — members need only follow the link in the email.

The ballot will remain open until January 31, 2021 at 7:00 pm – giving each eligible member two weeks to record their vote. If a member has not voted by January 25, they will receive a reminder via email. If you do not receive the balloting email, please contact Rev. Greg (minister@uusmc.org). Remember that to be eligible to vote on a Mill Creek ballot, in accordance with our By-Laws, you must (1) be a member of the Society AND (2) have made a contribution of record in the prior year. A "contribution of record" is any financial gift offered that we are able to attribute to you.

Please note that your vote is important. Due to the way the original Letter of Agreement was written, we are required to have an affirmative vote of a majority of the congregation. This is a higher threshold than our typical quorum. Please also note that it is not necessary for you to attend the meeting on January 24th in order to vote on the Letter of Agreement, although you are certainly welcome to do so.

--AGENDA--

Chalice Lighting – Rev. Greg

Welcome — John Springer, President

Financial Updates — Ann Draper, Treasurer

- FY2020-21 Budget Projection (see attached)
- 2021 Generosity Campaign (see attached)

COVID-19 — John Springer

Endowment — Bruce Koepcke (see attached)

Letter of Call & Ministry Agreement: Vote – John Springer (see attached)

Q & A — John Springer

Homily — Rev. Greg

Closing

**Unitarian Universalist Society of Mill Creek
2020-2021 Projection**

	2020-2021 Budget	2020-2021 Forecast
Income		
Miscellaneous & Sunday Collections	\$ 20,000	\$ 20,000
Prior Year Operating Pledges		
Current Year Operating Pledges		
Total Pledges	\$ 163,958	\$ 166,143
Fund Raising	\$ 18,000	\$ -
Chalice Grants	\$ -	\$ -
Building Use Income	\$ 20,500	\$ 2,500
Income Before Reserves	\$ 222,458	\$ 188,643
Income from Reserves	\$ -	\$ 3,575
Total Income	<u>\$ 222,458</u>	<u>\$ 192,218</u>
Expense		
Sunday Services		
Child Care	\$ 2,100	\$ -
Music Program	\$ 4,030	\$ 1,000
Children RE Program	\$ 1,800	\$ -
Hospitality, Coffee Hour (Net)	\$ -	\$ -
Sunday Programs	<u>\$ 3,000</u>	<u>\$ 3,200</u>
Sunday Services	\$ 10,930	\$ 4,200
Building & Facilities		
Building Loan Payment	\$ 14,411	\$ 14,411
Insurance	\$ 4,800	\$ 4,800
Facility Maintenance	\$ 10,700	\$ 7,000
Grounds Keeping / Yard Care	\$ 2,700	\$ 2,000
Electricity / Gas	\$ 3,662	\$ 1,659
Water / Sewer	\$ 1,425	\$ 1,200
Cleaning - Building	\$ 9,090	\$ 9,090
Garbage Pickup	\$ 840	\$ 840
Snow Removal	<u>\$ 1,000</u>	<u>\$ 1,000</u>
Building and Facility Expenses	\$ 48,628	\$ 42,000
General / Administrative Expense	\$ 5,500	\$ 5,500

Committee & Departments		
Newsletter		
Membership Committee	\$ 500	\$ -
Social Action	\$ 75	\$ -
Publicity	\$ 750	\$ -
Denominational Dues	\$ 14,934	\$ 14,934
Social Events	\$ 400	\$ -
Board Discretionary	\$ 400	\$ 325
Fund Raising Expense	\$ 300	\$ -
Leadership Development	\$ -	\$ -
Professional Staff Development	\$ -	\$ -
Welcoming Congregation	\$ 50	\$ -
Program Development	\$ 200	\$ -
Total Committee & Departments	\$ 17,609	\$ 15,259
Salaries and Payroll Expenses	\$ 139,791	\$ 125,259
Total Expense	\$ 222,458	\$ 192,218
<hr/>		
Net Income	\$ -	\$ -

2021 Generosity Campaign

In the midst of a global pandemic, a closed church building, Zoom worship, and a whole bunch of uncertainty — the Mill Creek Community responded to our annual Generosity Campaign with hope, possibility, and steadfastness. Here are some of the numbers:

85 families offered a pledge for a total of \$177,924

- (Compare to 2020 campaign that ended at: 92 pledges with \$182,388 pledged.)
- The overall **average** pledge is **\$2170**.
- The overall **median** pledge is **\$1410**.

26 families **increased** their pledges.

- The average increase is \$330.23 annually.
- The median increase is \$200 annually
- The average percent increase is 25.61%

14 families **decreased** their pledges.

- The average decrease is \$324.55
- The median decrease is \$200.
- The average percent decrease is -26.20%.

40 families sustained their 2020 pledge.

- The average sustaining pledge is \$2324.25
- The median sustaining pledge is \$1740.

5 families offered a **new** pledge.

- The average new pledge is \$584.
- The median new pledge is \$600.

Your support for this church, through the myriad ways and means you do so, is received with deep gratitude. Without you, there would be no church.

- Mill Creek Generosity Team.

Mill Creek Endowment Fund

The Mill Creek Board of Trustees has approved the establishment of an Endowment Fund for the Church as part of our overall Legacy Giving process. In August of 2020, we opened an account with the UUA Common Endowment Fund, and this document describes the programs and policies that govern its use, and the procedures that are used to access the fund.

Legacy Giving

Legacy Giving can be defined as special monetary gifts over and above pledge and plate offerings. Our church has been blessed in the recent past with a number of substantial legacy gifts that have been important to our financial stability.

Legacy giving includes end-of-life giving as well as special gifts from our members for either, 1) specific (designated) purposes, or 2) general gifts (non-designated) for Church operations.

All legacy giving is managed by the Finance Committee, under the oversight of the Board of Trustees.

UUSMC Endowment Fund

While our Legacy Giving has been very beneficial to the financial health of the Church, a key ingredient has been missing, and that is a long-term investment program that will yield important cash flows for us in the future. For organizations like UUSMC, an endowment fund is the mechanism that the Board of Trustees has chosen for our investment program.

Option	Purpose
Direct Giving – Designated	Help Fund a Specific Project
Direct Giving – Non-Designated	Help Fund the Operations of the Church
Endowment Fund	Long-term Cash Flow

There are two options for the management of the fund: 1) self-managed using an internal EF Committee, or, 2) join the existing UUA Common Endowment Fund by investing in Units or shares of that fund. Members of the Finance Committee have researched the UUA fund, and attended several seminars hosted by the leaders of the fund. Based on the input of those people, the Board of Trustees has approved the use of the UUACEF as the management system for the UUSMC fund.

The UUACF is managed by the UUA staff through a group of expert financial advisors. The Fund practices socially responsible investing. For further information on the UUA CEF, please visit <http://uucef.org/>.

How the UUA Common Endowment Fund Works

Legacy gifts to the UUSMC Endowment Fund are invested in the UUA CEF, and managed by the UUSMC Finance Committee. These gifts can include End-of-Life giving as part of a will, as well as special gifts from members as described in the above table.

Fund Operation

An initial investment of \$10,000 is required to open an account. These funds were raised internally during the spring and summer of 2020, and the UUSMC account opened in August 2020.

Legacy gifts that are designated by members for the Endowment Fund are added to the UUSMC Fund account principal through the purchase of units or shares of the UUA Fund. The Funds are invested for the purpose of the generation of future cash income for UUSMC. The income comes in the form of optional quarterly payouts to UUSMC, anywhere from 0 to 6% per annum of the value of the current portfolio.

UUSMC Policy regarding the use of Endowment funds¹

Principal

The purpose of the UUSMC EF is to invest in a fund that provides for long-term cash outflow. Any reduction in an account principle may lead to a reduction in those cash flows.

The intention of the Board of Trustees is to use funds from the principle only in the case of extreme emergency, or a major opportunity for the Church, and the Board recognizes that it cannot foresee the future, and therefore must allow future Boards the flexibility to determine for themselves the conditions under which portions of the principle are withdrawn.

Cash Payouts

Setting the level (from 0 to 6% of the Principal): UUSMC will set the payout level at 0% until such time as the payout level will be significant enough to warrant withdrawal. This is a Board decision with input of the Finance Committee. For example, if the fund reaches \$100,000 through legacy giving, the annual payout could be \$6,000 if set at the Maximum of 6%. At \$250,000, that would amount to \$15,000.

Use of UUSMC EF cash proceeds: Options: 1) Transfer to the Operating Fund for day-to-day use 2) use funds to help fund important Church projects, 3) use to help fund important service projects in the community or beyond.

Use of cash payments are determined by the UUSMC Board of Trustees based on the recommendations of the Finance Committee

Procedures for Giving to the UUSMC Endowment Fund

The procedure for placing a gift into the UUSMC Endowment Fund is as follows:

1. Donations to the UUSMC Endowment Fund will be tracked in our accounting software program.
2. Members should write checks to UUSMC documenting Endowment Fund donation in the memo line, and send to the church office.
3. Checks are deposited into the church checking account.
4. The UUA Common Endowment Fund allows its members up to one deposit per month, so if more than one member donation is received during a calendar month, they need to be consolidated into a single deposit.
5. At the end of each month as needed, the Church Admin will:
 - a. Fill out Contribution Form
 - b. Return the form along with a check for the month's total contribution to the address shown on the form
6. The Church Bookkeeper will then document this addition to the Endowment Fund so it is reflected as both an Asset and Restricted Net Asset in our monthly Statement of Financial Position reporting.

¹ Formulated by the UUSMC Board of Trustees on April 11, 2018

Building the UUSMC Endowment Fund and legacy giving in general

Developing and managing a successful endowment fund and legacy giving program requires a consistent effort to communicate with the congregation as to the importance of giving for the long-term needs of the Church.

The responsibility for managing the Legacy Giving program lies with the Finance Committee, with the oversight of the Board of Trustees. The Finance Committee will appoint a leadership team to work with the congregation and Church administration to develop the communications tools to educate the membership, acquire marketing materials for dissemination to the membership, be available for members who wish to learn more about the fund and legacy giving, and ultimately assist them as needed to complete the transaction.

Announcement for the Vote on the Proposed Update to The Letter of Call and Ministry Agreement

Dear Members,

The Letter of Call and Ministry Agreement (also known as the Letter of Agreement, or LOA) is the church's agreement with Rev. Greg. The original Letter of Call and Ministry Agreement was signed when Rev. Greg began his ministry with us in 2014. We used the standard agreement language offered jointly by the UUA and UUMA.

The LOA specified that we were to review and update the agreement every three years. However, this is the first time Rev. Greg and the Board of Trustees has actually accomplished the review. During that review, we discerned some changes that we wanted to make that would align the agreement with our understanding of our shared ministry. These include:

- No sabbatical time has been taken and only 6 months can be accrued, thus sabbatical leave would be lost starting this year;
- The way "total cost of ministry" was handled was confusing and a clear method of calculation of salary, housing, and benefits was required;
- The minister's professional expenses were established as a percent of salary;
- A three-year review cycle has not worked;
- A refinement of leadership goals;
- Certain change provisions required a congregational vote.

The update includes:

- No restriction on accumulation of sabbatical leave, but adds other restrictions;
- Review by the Board every year to assure salary, housing, and benefits are according to the most recent UUA guidelines;
- The minister's professional expenses will be a fixed amount;
- Handles paid time off and study leave as recommended by the UUA;
- Leadership goals were refined;
- Change provisions to eliminate congregational vote requirement for alterations in total cost of ministry and sabbatical provisions, but leave the requirement for termination provisions.

Please note that even with the above changes, the congregation maintains oversight on the total cost of ministry (ministerial compensation) through the annual budgeting process. When the congregation votes to approve the annual budget, any proposed changes to ministerial compensation will then be recorded in the Letter of Agreement. The Board has reviewed the update and recommends its approval. The update requires the approval of a majority of the congregation. It is a simple yes or no vote. If any additional changes are recommended, they will be considered at the next annual review. With this notice, you will receive information on how and when to vote.

If you have any questions, you are invited to ask them at the Mid-Year Congregational Meeting on Sunday, January 24th, or reach out to me.

Regards,

John Springer President, Board of Trustees

Letter of Call and Ministry Agreement

Proposed amendments to be reviewed by the Board of Trustees, November 2020. Final amended document to be approved by the Congregation at its next business meeting.

The Unitarian Universalist Society of Mill Creek hereinafter the Congregation, and the Reverend Gregory Pelley, as Minister, hereinafter the Minister, jointly enter into the Letter of Agreement effective May 4, 2014, *as subsequently amended.*

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 as we embrace the purposes and principles of Unitarian Universalism and the mission of the Congregation.

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.

2. EXPECTATIONS

2.1. Shared Leadership

2.1.1. 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.

2.1.2. 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, hereinafter the Board, and committee chairs.

2.2. Leadership Goals

2.2.1. The Board and the Minister will have an annual planning meeting for the purpose of arriving at specific understandings about the sharing and distribution of authority and responsibility, goals for the coming year and a plan for periodic review and renewal of ministry of the Congregation.

2.2.2. The Board and the Minister will assure that the Minister's efforts are achievable and capable of being accomplished within the specified timeframe.

2.3. Pulpit and Worship Services

2.3.1. It is a basic premise of the Congregation and this agreement that the pulpit be free and untrammelled. The Minister is expected to express his values, views, and commitments without fear or favor.

2.3.2. The Minister is relieved from Sunday service responsibilities once per month provided adequate advanced notice is provided to the Worship Associates in order to make alternative arrangements for covering those responsibilities.

2.3.3. 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 the Worship Associates assume responsibility, including those provided for under paragraph

2.3.2.

2.4. Service to Persons

2.4.1. The Minister is responsible for implementing a program of pastoral care. As part of this program, 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 should maintain awareness of his own limitations and will refer members for professional counseling and other specialized services as appropriate.

2.4.2. The Minister will provide ceremonial services and counsel to members of the Congregation without requesting or expecting a fee or honorarium. When such a service is provided to a non-member such a fee or honorarium may be set by and is the property of the Minister.

2.5. Services to the Board and Committees

2.5.1. The Minister will be an ex-officio member without voting privileges on the Board and all committees and task forces except the Nominating Committee and the Ministerial Search Committee. 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 welcomed but not expected.

2.6. Community Activities

2.6.1. The minister is encouraged to act in the community beyond the Congregation on behalf of liberal religious values, social justice, and the worth and dignity of all fellow members of the community.

2.7. Relationship to Church Staff

2.7.1. The Minister is the Chief of Staff.

2.7.2. The Minister is responsible for the annual staff evaluations and personnel actions in accordance with the Congregation's bylaws and Personnel Policy Manual.

2.8. Office Hours and Days Off

2.8.1. The Minister will maintain regular office hours at least three days per week, with other times available by appointment.

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

2.9. Evaluation of the Ministry

2.9.1. An assessment of the work of the Minister, including the ministry of the Congregation and progress against goals and envisioned end-states will be conducted every year by the Board as part of a periodic review and renewal of leadership and ministry of the Congregation. Together, the Minister and Board will discuss this assessment annually with the intent to enhance the church's vision and to explore new opportunities for its realization.

2.10. Minister's Code of Conduct

2.10.1. The conduct of the Minister 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

3.1. Salary and Housing Allowance

- 3.1.1. The Congregation will provide to the Minister a Salary of ~~\$70,000~~ annually, *subject to revision per sections 3.3 and 3.4 of this agreement and recorded in Appendix A.*
- 3.1.2. Once the likely housing costs to be incurred by the Minister have been ascertained, the Minister may request that a proportion of the compensation from Paragraph 3.1.1 be disbursed as a Housing Allowance. The Board will review the request to ensure that the Housing Allowance falls within the rules of current federal tax law and direct the Treasurer to make appropriate disbursement of the Minister's compensation. *The Housing Allowance will be recorded in Appendix A.*
- 3.1.3. The portion of the Minister's annual compensation not allocated to Housing Allowance will be the Minister's salary. The combined Salary and Housing Allowance is hereinafter referred to as S&H.
- 3.1.4. S&H shall be payable in monthly installments on or before the last day of each month ~~beginning on August 1, 2014.~~

3.2. Benefits

- 3.2.1. *The Minister's benefits will be calculated according to the UUA Compensation Worksheet contained in the UUA Compensation Standards and Resources documentation, subject to modifications as agreed to by the Minister and the Board noted below:*
- 3.2.1.1. *Professional and out-of-pocket expenses are reimbursable up to \$7000 annually. Expense reimbursement is payable promptly on voucher by the minister in accordance with an Accountable Reimbursement Plan developed jointly by the Minister, President, and Treasurer. Expenses eligible 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 other continuing education events. Any items the purchase of which is reimbursed by the Plan shall be the property of the minister.*
- 3.2.1.2. *Cost of Living Adjustments [COLA] will be based on the U.S. Social Security Administration annual cost of living adjustment in lieu of the UUA cost of living adjustment.*
- 3.2.2. ~~The Congregation agrees to pay the Minister a contribution totaling 7.65 percent of S&H in lieu of FICA, payable with payroll.~~
- 3.2.3. ~~The Congregation agrees to contribute to the UUA Retirement Plan in the amount of 5% of S&H. The Congregation will also match 100% of the Minister's contribution to the UUA Retirement Plan up to 5% of S&H.~~
- 3.2.4. ~~The Congregation agrees to cover the cost of Insurance benefits as prescribed below:~~
- 3.2.4.1. ~~100% of the premium for the Minister's (employee only) UUA sponsored medical insurance plan that is selected by the minister. Medical insurance benefit is waived by Minister in the first year of this agreement and will be instituted July 1, 2015.~~
- 3.2.4.2. ~~100% of the premium for the Minister's (employee only) UUA sponsored dental insurance. Dental insurance benefit is waived by Minister in the first year of this agreement and will be instituted July 1, 2015.~~
- 3.2.4.3. ~~100% of the premium for the Minister's UUA sponsored group long term disability income insurance.~~
- 3.2.4.4. ~~100% of the premium for the Minister's UUA sponsored life insurance.~~

~~3.2.4.5. Professional and out-of-pocket expenses are reimbursable up to 10% of S&H annually. Expense reimbursement is payable promptly on voucher by the minister in accordance with an Accountable Reimbursement Plan developed jointly by the Minister, President, and Treasurer. Expenses eligible 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 other continuing education events. Any items the purchase of which is reimbursed by the Plan shall be the property of the minister.~~

3.3. Reallocations

~~3.3.1. The total cost to the congregation of S&H plus the additional benefits and professional expenses is \$90,324. The Governing Board and the Minister may, upon mutual agreement, and before the beginning of an employment year, re-allocate funds among the compensation categories in order to provide the Minister with an optimum array of benefits.~~

3.4. Annual Review of Compensation

3.4.1. The Board will review the Minister's compensation 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.

3.4.2. 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 Paid Time Off and Study Leave

3.5.1. The Minister may take up to four (4) weeks paid time off and up to (4) weeks study leave each church year. Should an emergency arise requiring the Minister's return, all costs of such a return will be borne by the Congregation.

~~3.5.2. Upon adequate notification to the Board, the Minister will be relieved of all routine responsibilities as prescribed in the following sub-paragraphs.~~

~~3.5.2.1. Up to four (4) weeks per church year may be taken as paid time off (PTO). During PTO, should an emergency arise requiring the Minister's return, all costs of such return will be borne by the Congregation.~~

~~3.5.2.2. Up to four (4) weeks per church year may be taken as study leave. During study leave, should an emergency arise requiring the Minister's return, all costs of such return will be borne by the Minister.~~

3.6. Denominational Service and Professional Activities

3.6.1. With the specific approval of the Board, the Minister may be relieved of responsibilities and absent from the area for up to four (4) Sundays annually to participate in denominational and professional activities. Each of these Sunday absences is considered a relief from Sunday service responsibilities as defined in paragraph 2.3.2 and subject to the limitations defined therein.

3.7. Extended Medical Leave

3.7.1. Should the Minister suffer illness, injury, or disabling condition that requires leave beyond time remaining of annual allowance of PTO, the Congregation shall place the minister on Extended Medical Leave. The Congregation may request medical provider documentation to qualify for Extended Medical Leave. Extended Medical Leave shall not extend beyond the earlier of either the commencement of long-term disability benefits or 60 days. During Extended Medical Leave, the

Congregation shall continue to pay all employee insurance premiums (health, dental, life, retirement, and long-term) as otherwise provided by this Agreement, and 75 percent of the Minister's S&H.

3.7.2. Medical 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 60- day limit, medical and dental insurance premiums will be discontinued and the minister will be offered COBRA coverage if available.

3.8. Sabbatical Leave

3.8.1. The Minister accrues one month of sabbatical leave for each full year of service, subject to the other conditions set forth in this section. ~~Sabbatical leave may accrue up to a maximum of six months.~~

3.8.2. ~~Sabbatical leave may not be taken prior to the completion of four years of service.~~ **Sabbatical leave may not exceed six months in any 18-month period. The minimum Sabbatical leave is three months.**

3.8.3. The Congregation will continue full salary, housing allowance, and benefits during a sabbatical leave. ~~Professional expenses during a sabbatical may be adjusted by the Board.~~

3.8.4. The Minister may not use the sabbatical leave to search for another position, nor accept one during this time. The Minister agrees not to accept another Minister position or resign from full-time service to the Congregation for a minimum of one year following the end of each sabbatical leave.

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

3.8.6. The Congregation agrees to take no action on ministerial tenure during the sabbatical leave.

3.9. Relocation Expenses

3.9.1. ~~The Congregation will reimburse the Minister for reasonable relocation expenses of the Minister and immediate family to the area up to a maximum of \$4,000.00. Reasonable expenses include the services of a professional moving company, plus automobile mileage, and transportation and temporary housing costs, but not meals.~~

3.10. Intellectual Property [renumbering edit only]

3.10.1. **All notes, research, sermons, and other products of the Minister shall be the sole property of the Minister. [renumbering edit only]**

4. DISPUTE AND TERMINATION

4.1. The term of this agreement is indefinite. It will continue until the Minister provides the Congregation with at least 90 days 'notice of intent to resign or retire, or until the Congregation provides the Minister with at least 90 days 'notice of intent to dismiss, or until the long-term disability (as defined in section 3.7.1) or death of the Minister.

4.2. Any dispute concerning the interpretation or performance of this agreement or its validity or termination shall be solely and finally reserved by arbitration before and under procedural rules established by a tribunal consisting of one Unitarian Universalist Minister appointed by the Minister, one Unitarian Universalist Minister appointed by the Board, and a third individual appointed by the first two arbitrators. The tribunal shall operate under procedural rules developed by the Unitarian Universalist Associations Ministries and Faith Development staff group.

- 4.3. A decision to dismiss the Minister must proceed according to the By-laws of the Congregation.
- 4.4. At termination, unused PTO will be compensated in the financial equivalent. Unused study leave is not compensable.
- 4.5. In the event of dismissal, salary, housing allowance, and benefits will continue for one(1) month per year of service, but no more than three (3) months.
- 4.6. In the event that the Minister's resignation is negotiated, salary, housing allowance, and benefits will continue for one (1) month per year of service up to twelve (12) months from the date of dismissal, or until the Minister has begun service in another position, if sooner.
- 4.7. The Minister may be dismissed, with less than 90 days 'notice, and without the severance payments described in section 4.5 of this agreement, if the Minister a) is convicted of a felony, b) has his Ministerial fellowship with the UUA terminated or suspended, c) is found by the Board to have engaged in physically or sexually abusive acts toward a member of the Congregation, a Congregation employee, or a child, or d) is found by the Board to have grossly neglected his 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 Minister and the Board, ~~except that increases in the total cost of Ministry, and changes in sabbatical and~~ **for changes in the termination provisions of Section 4 which** require the approval of a majority of the Congregation.
- 5.2. This Agreement will be reviewed ~~at least once every three (3) years.~~ **annually at the planning meeting specified in paragraph 2.2.1.**
- 5.3. This Agreement is subject to the laws of the State of Delaware 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 Gregory Pelley when the calling of the Minister is approved by at least 80% of the Congregation and accepted by the Minister and shall become final upon the occurrence of all the following events:

- Acceptance of this Offer by the Minister
- Calling the Minister by the Congregation.
- Acceptance by the Minister of the call

7. Appendix A: Ministerial Compensation

Ministerial Compensation History

Fiscal Year	Salary	Housing	TCM	Notes
2014-15	\$34,000	\$36,000	\$90,324	per letter of agreement 5/2014
2015-16	\$35,400	\$36,000	\$92,262	
2016-17	\$35,400	\$36,000	\$92,353	
2017-18	\$37,542	\$36,000	\$95,004	
2018-19	\$37,542	\$36,000	\$95,004	
2019-20	\$39,601	\$36,000	\$97,484	
2020-21	\$40,811	\$36,000	\$99,012	
2021-22				
2022-23				
2023-24				

Date Call extended: 5/4/2014

President: C. Tina Guerrette

Date Call accepted: 5/4/2014

Minister: Gregory S Pelley

Date of Amendment: **[date approved by majority of congregation²]** _____

President: _____

Minister: _____

Date of Amendment: _____

President: _____

Minister: _____

Date of Amendment: _____

President: _____

Minister: _____ Date

approved: _____ President: _____

² The first amended agreement was approved by a majority of the congregation. This amended document removed the requirement for congregational approval of subsequently amended agreements.