**Negotiating the Minister / Ministry Employment Contract**

Entering into contract negotiations with your new ministry or minister can seem daunting. It is our intention and hope that this guide will help you navigate the process with ease and confidence.

First, before entering contract negotiations, it is imperative that each ministry have followed and lived up to the expectations as outlined in the Ministry Employment Readiness Policy and Procedures found on the UWM website [unityworldwideministries.org/policies](https://www.unityworldwideministries.org/policies)

In addition, the candidate for employment must also have followed and lived up to the expectations outlined in the Ministry Employment Readiness Policy and Procedures. This includes utilizing the UWM Employment Services and the pre-employment steps. For more information contact UWM Member Support Coordinator at JBurns@unity.org or UWM Member Support Employment Assistance at employmentassistance@unity.org

Contract negotiations are meant to be a collaborative effort to clarify the needs and expectations of both the ministry and the minister as you embark on this new and exciting journey together.

But it can also bring some questions and concerns if you have never negotiated a spiritual business agreement such as the one you are about to co-create.

We at Unity Worldwide Ministries are here to support and educate you in this important process. The more clarity you have at the beginning of this new relationship, the more effectively you will work together over the coming years. This document is meant to be both an educational tool to understand the elements of a minister contract as well as a template for your use in creating a contract in alignment with current best practices. Please reach out to Member Support for additional information and guidance in using this document and template.

As you step into this place of collaboration, you will want to begin with dialogue around questions that allow you to **establish a relationship** based on mutual respect, purpose, and support. This has already begun during the interview process. Continue that exploration by considering these suggested questions:

Questions such as the following:

* What is the vision for our work together?
* What will it take for each of us to feel well supported and empowered?
* What are our constraints?
* How can we use the existing resources to best support our shared vision, mission, and values?
* How can we work together to achieve win/win/wins?

Other ideas to keep in mind as your **work through the negotiations** include:

* Make this a sacred process. Ground it in prayer.
* Know what your individual priorities are; what key items are essential for you. Articulate these priorities and revisit them throughout the course of the negotiation.
* Begin your communication verbally, rather than in writing. Dialogue with one another, sharing your passion and excitement about entering into this sacred relationship with one another.
* Follow up in writing to ensure that you understand one another’s perspective. If this written account brings up a difference of opinion or intentions, make time to talk these through, always seeking to find common ground.
* In all your communications, first listen deeply to one another, seeking to understand one another’s intentions, desires, and concerns.
* Remain open and flexible, providing options wherever possible. Actively look for the third option where the needs of the minister and desires of the ministry overlap.
* Take your time to consider proposed changes. Pray about them, discuss them with a trusted advisor, or sleep on them before deciding. Call UWM Member Support for support.
* As you come an to agreement on terms, be sure these are all clearly documented and put in writing, then reviewed by all parties.
* Remember that you always have a choice. If you can’t reach an agreement, perhaps this is not the right fit. Remember that Spirit is guiding each of you to the highest and best for all involved. If you choose to walk away from this agreement, do so gracefully and with mutual respect. Spirit has intervened and we must trust in the process.

Understanding the **work of a Senior Minister, Associate Minister, Spiritual Leader, Ministry Coordinator** includes:

* Please read the article called “What Does a Minister Do?” on pages 8 & 9. Feel free to share this with your search committee and congregation.
* The Minister is trained to run a spiritual community, utilize spiritual principles in managing the business of a non-profit, follow recommended best practices for spiritual organizations, and stay in alignment with Clergy conduct codes.
* The Minister is generally aware and aspires to stay aware of the ever-changing best practices for ministry management as shared by Unity Worldwide Ministries and their representatives.
* Continuing Education Units (CEU’s) are a standard annual requirement for all Unity credentialed leaders to maintain “good standing” with their licensing and ordaining body, Unity Worldwide Ministries (UWM), or another denomination if applicable.
* Supporting the Minister to both prioritize the work of the ministry, build teams, train volunteers and delegate to others will assist in the Minister finding a work-life balance that is crucial for all individuals, but more so for those dedicated to serving others.

**The Minister’s Compensation**

Over the past several years, our Unity Worldwide Ministries’ Member Support Employment Services office has been collecting compensation agreements between ministers and ministries. Out of these has evolved this list of compensation and benefits to be discussed and considered when a minister is initially employed, and during contract renewal.

Highly recommended and helpful resources include: *Zondervan 202\_ Minister’s Tax and Financial Guide, IRS Publication 1828: Tax Guide for Churches and Religious Organizations –* Section on “Special Rules for Compensation of Ministers” *and* from the UWM website: [unityworldwideministries.org/minister-and-ministry-tax-accounting-and-budget-faqs](https://www.unityworldwideministries.org/minister-and-ministry-tax-accounting-and-budget-faqs) These guidelines only apply to those ministries and ministers in the US.

Ministers have a dual status treatment in the Internal Revenue Code. They are considered an employee for federal purposes, income tax reporting and common law rules, and self-employed for Social Security reporting, meaning they are 100% responsible for their own self-employment taxes. (See IRS Topic 417 or IRS Publications 517 and 15-A.) [irs.gov/pub/irs-pdf/p517.pdf](https://www.irs.gov/pub/irs-pdf/p517.pdf)

**The Minister Employment Contract Elements and their Rationale for the Board of Trustees for entering negotiations:**

**Overview:**

Each element of a Minister – Ministry Employment Contract serves a specific purpose. This document strives to support your understanding of the standardized contract of employment. We recommend that you do not eliminate any portion of the contract without asking for guidance first from UWM Ministry Development Employment Services.

1. **Employment:** Employment details are outlined with date of hire and references are made to the job description.
2. **Time and Efforts:** Clarify the number of hours per week the agreement is for. Please specify if the job is full-time (minimum of 36-40 hours per week), three-quarter time (minimum of 30 hours per week), half-time (minimum of 20 hours per week), or quarter time (minimum of 8-10 hours per week). Another way to consider a half-time or quarter-time position is to identify the hours as 40 or 80 hours a month. This offers the flexibility for the minister to work additional hours needed in preparation for a special project or board meeting. Adjust the job description and minister expectations accordingly.
3. **Minister’s Duties:** The duties of the minister are outlined here briefly. Typical duties include the areas of worship, education, and administration based on the number of hours and job description. Reference is made to the ministry Bylaws with the date of the Bylaws to avoid confusion. If the ministry Bylaws are more than three (3) years old, it is recommended that they be reviewed and updated. Please visit the UWM website for the most recent Recommended Bylaws Template for a Unity Ministry.

[unityworldwideministries.org/bylaws-template-unity-ministry](https://www.unityworldwideministries.org/bylaws-template-unity-ministry)

The following items are all negotiable between minister and board based on the number of hours per week the agreement is contracted for. Each item should be considered under the individual minister/ministry facts and circumstances.

**4. Salary, Manse, and Fees for Service Activities:**  Please be aware of the cost of living in your area and offer a salary commensurate with that standard of living (See Expatisan.com and Payscale.com).

Base pay amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Housing (manse) allowance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Submitted by the minister each January for board approval and inclusion in the board meeting minutes. the ministry is responsible for reporting the manse amount on the W2 form. The Minister is solely responsible to have backup receipts in the same amount as the man's amount claimed or reported each year to the IRS. Amount may be greater than salary.) (See below)

**Housing Allowance (Manse) details:** (PLEASE NOTE: *IRS states that manse applies to Licensed or Ordained Ministers.*) [irs.gov/faqs/interest-dividends-other-types-of-income/ministers-compensation-housing-allowance/ministers-compensation-housing-allowance](https://www.irs.gov/faqs/interest-dividends-other-types-of-income/ministers-compensation-housing-allowance/ministers-compensation-housing-allowance)

Minister housing allowance is called manse. This is the portion of the minister’s salary that covers all household expenses, applied to each regular payroll period, as part of the salary package. This manse (housing) allowance generally reflects the actual costs and includes fair rental value (or mortgage payment and down payment), lawn care, indoor and outdoor maintenance, permanent decorating, all utilities, basic telephone, home appliances, etc. **This manse allowance is excluded from federal taxable income to the MINISTER** per **IRS SEC 107**.

The manse amount claimed should be written in the board minutes each January, or following the minister’s hire, and established a little overestimated as taxes can easily be paid on the insupportable portion. If actual manse expenses exceed the amount claimed, it is too late to declare the additional expense as a tax deduction. It can be changed for the future, but not for past events (See [irs.gov/taxtopics/tc417](https://www.irs.gov/taxtopics/tc417)

The form for this can be found on UWM’s website at: [unityworldwideministries.org/manse-request-form](http://www.unityworldwideministries.org/manse-request-form), then click on: [ManseAllowanceRequest.pdf](http://www.unityworldwideministries.org/download/file/fid/4106)

If a manse (actual living space owned by the ministry) is provided and the minister shall actually reside in it, an additional agreement will be needed to establish details of payment on a mortgage, utilities, telephone, repair, redecorating, insurance, yard care, etc.

\*Note: A Housing (manse) allowance request may be changed during the year if there is a life event or natural event. If you are no longer to be employed by a ministry, you may continue to utilize your manse tax deduction by completing the form located on the UWM website and following the directions on the form.

[unityworldwideministries.org/manse-request-form](https://www.unityworldwideministries.org/manse-request-form%20)

 **Fee for Service Activities:**

Typically, a financial split of class or workshop love offerings is 60%-40% or 50%-50% per the minister’s discretion. There is no distinction between whether the class or workshop is facilitated in person or virtually.

It is common that all financial renumeration for spiritual counseling, weddings, funerals, memorial services, christenings (all referred to as special services) are paid 100% to the minister or officiant. A rental fee for the use of the ministry facility is considered normal for the client to pay the ministry directly. Oftentimes, to an active voting member of the ministry, it is suggested they have use of the facility for free or for a love offering to the ministry.

Hospital visitations and the like are considered a normal part of the minister’s pastoral care duties based on the agreement between the minister and the board.

Spiritual Counseling \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Classes or Workshops \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Wedding fees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Funerals/Memorial service \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Other special services \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Fringe Benefits:**

**Health Insurance:**

Unless the ministry has a group insurance policy for all employees, health insurance is not provided. Ministries are encouraged to consider adjusting salary to support the minister in purchasing health insurance by offering a health insurance stipend.

**Retirement Plan**: [403(b)] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please consider using our Unity Worldwide Ministries retirement program which allows a minister to declare manse allowance as an unassigned minister including retirement. Contributions to this plan are completely negotiable. Often, ministries make a monthly contribution toward the minister’s retirement or a once-per-year larger contribution. The minister themselves can also have a portion of their non-taxable income placed into this retirement plan. Manse may not be declared when unassigned through outside retirement programs. For more information, please visit the UWM website. [unityworldwideministries.org/retirementpension-opportunities](https://www.unityworldwideministries.org/retirementpension-opportunities)

**Contribution toward Social Security Tax:**

Ministers pay self-employment FICA tax\* (Social Security and Medicare) of \_\_\_\_\_% (currently 15.3%) on their total salary. Ministries may provide other income to assist the minister in paying a portion of the self-employment tax, and this is taxable income. THE MINISTRY IS NEVER TO MAKE A CONTRIBUTION FOR THE MINISTER. The Minister is solely responsible for making payroll tax payments to the IRS, typically paid quarterly.

1. **Leave Time /** **Paid Time Off: (PTO) (Includes Vacation, Wellness, Holiday, Funeral, and Emergency Leave)**  These are suggestions only, to be negotiated between the minister and

the board.

The MINISTER is required to officiate MINISTRY services a minimum of forty (40) Sundays annually to be considered full-time. The number reflects one Sunday off each month, not included as a part of their regular days off.

Regular days off per week \_\_\_\_\_\_\_\_\_\_\_\_\_ (normally 2 days off per week for full time)

 Paid vacation time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (List number of days or weeks allotted per year)

 Wellness Leave day \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (1 day per month)

* If the minister needs more time off due to personal illness, he/she will coordinate that leave with the Board President and/or it will be considered an ‘emergency’ leave.
* The ministry personnel policies apply to the minister as they do to all employees, examples of which are: bereavement, long-term illness, maternity/paternity, leave of absence, etc.

 **Conferences/Continuing Education:**

National Convention expense \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Regional Conference expense \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Continuing Education (seminars/workshops) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

There is great value to the ministry in supporting the minister to participate in these events. As with all budget items, there should be a cap on these expenses. Oftentimes the ministry budget will have an impact on the available funds for attending these events. Clarity of the financial contribution available from the ministry to the minister will be helpful. It is possible that these expenses can be split 50%-50% or the ministry can pay for one event with travel, lodging, and meals in its entirety. More events are also held virtually and can be attended without undue expense. All time away at the National or Regional Convention, or Continuing Education is not considered vacation time.

1. **Professional Ministerial Expenses:**

Business-Related Expenses are to be compensated on a dollar-to-dollar basis with a monthly or annual negotiated cap. Reimbursement for ministry-related expenses must be over and above the salary paid to the minister. (See IRS Publication 535, 517, and 463).

**8. Sunday Service Expectations:**

Specify here the number of Sunday services the minister is responsible to present and/or coordinate.

**9.** **Non-Sunday Morning Services:**

Provide clarity on the creation and performance of any non-Sunday Morning services such as Good Friday, Christmas Eve Candlelight Service, Burning Bowl Ceremony if held on New Year’s Eve, etc. Also clarify additional compensation for non-traditional Sunday services such as Easter Sunday Sunrise Service, or similar.

**10.** **Ownership/Licensing: (Standard Language)**

MINISTER retains copyright to any and all intellectual property (including sermons, writings, and lesson material) that he/ she produces while employed by the ministry. MINISTER may use this intellectual property as he/she sees fit to teach the universal principles of Truth as taught and demonstrated by Jesus the Christ, and other inspired Spiritual Masters and New Thought authors.

**11.** **Performance Benchmarks and Review Process:**

The Board will evaluate the minister’s performance based on the job description on an annual basis. Please visit the UWM website for various evaluation tools. [unityworldwideministries.org/ministry-evaluation-tools](https://www.unityworldwideministries.org/ministry-evaluation-tools)

**12. Termination by Either Party:**

It is important to include provisions to agreeably end the contract. This contract agreement may be terminated by either party by following the prevailing state and federal laws and by following the steps outlined in the contract.

**13.**  **Grievance and Dispute Resolution:**

This is a standard element of any agreement or contract. Even in spiritual communities, there are differences that require systems of support. Should any grievance or dispute arise between MINISTER and the MINISTRY as to the meaning, interpretation, or application of the provisions of this agreement, the parties shall meet in a good faith effort to resolve the grievance or dispute.

**14.**  **General Provisions:**

General contract provisions are requirements including standard conditions in contracts like terms of payment, terms of delivery, and recommended measures against contract violation. Parties usually add boilerplate conditions to their contracts for increased efficiency.

**15. Savings Clause:**

A saving clause is a clause in a statute limiting the scope of the repeal of prior statutes. It may also be used in a contract so that if any clause is determined to be unenforceable, the remainder of the statute or contract will remain intact and enforceable.

**16. Signatures:**

The official signers of legal documents are typically outlined in the ministry Bylaws under Offers and Duties. A signed copy is to be made available for both the ministry and the minister. A scanned electronic version should also be provided for the ministry and the minister and kept on file in the ministry office.

**What Does a Minister Do? (Author Unknown)**

Each church’s job description will vary slightly, according to the needs of the congregation and the custom of the church, but basically all church ministers or ministry teams perform pretty much the same services.

Misunderstandings can occur when members are only familiar with those ministerial responsibilities which are highly visible – such as leading the Sunday Service, conducting special services, spending time in the office handling the administrative work, teaching classes, attending board meetings, etc. Those visible services are really only a small portion of the work of the church minister. Sharing the timing and the details that comprise the rest of a minister’s responsibilities is often complicated by the fact that so much of what a minister does is confidential and cannot be discussed.

Let’s suppose that you have a ministry with 150 people attending Sunday Services, about the number of people that supposedly can be effectively guided by a single minister. The number of congregants that the minister serves, however, is more like 225 people – because everyone does not come to church every Sunday. Each of them, however, is a real congregant – your church is also their church – and each of them considers your minster to be their minister, also.

Generally, in the course of a single week, the minister is called on to serve directly about 10% of the church population. (Some weeks it may be 2% and some 20%, but on an average, it is 10%). Suppose that each of those 22 people required the minister’s time for counseling, or they are getting married, or they or a family member dies or is dying, or they are fired, give birth, go to the hospital, lose their driver’s license, their family wants to have them declared incompetent and put them in a nursing home, etc. Some people asking for ministerial help will only require a 20-minute visit with the minister – others may need multiple visits for several hours at a time – but the average time the minister spends with any one congregant at any one time is about one hour.

This same size church requires at least 25 hours of administrative supervision by the minister each week, preparing for and attending meetings, supervising staff and volunteers, planning church programs, checking the books, meeting with board members, tending to the care of the building and grounds – (vehicles too, if there are any) – supervising the filing of insurance claims, the selection of vendors, the application for various licenses, the filing of monthly and quarterly tax forms, meeting with the accountant, etc.

So far, we have accounted for 42 hours of the minister’s time in one week. He or she has not yet written the first letter, read the first directive, made the first phone call, attended the first committee meeting, made the first community contact, mitigated the first argument or dispute, prepared for or taught the first class, led the first prayer group, spent any time in personal prayer or renewal and most importantly – has not taken the first step toward preparing for the Sunday lesson, a 10-15 hour job in itself before Sunday church even starts.

Because most of the situations a minister faces in a day are very private and entirely confidential, your minister cannot tell you how he or she spends most of his or her time. He or she can’t tell you when they go to bail someone out of jail or accompany them to court or act as character witnesses in their divorce or child custody trials. He or she can’t tell you that after a given amount of counseling with a congregant, time had to be spent guiding that person to further help with a psychologist or a psychiatrist or a mental institution. Your minister can’t tell you when time is spent helping a congregant who has been raped or stalked or beaten. He or she can’t tell you when a congregant’s son got drunk, ran up the ramp of the freeway the wrong way and killed two people or when another board member’s 15-year-old daughter became pregnant with a child of a married man.

A minister has to go, sometimes, from a funeral in a morning of a person he knew and loved to the wedding in the afternoon of the granddaughter of a congregant he hardly knows and be properly emotionally centered in each of those situations. He or she must also be compassionate with the congregant who is genuinely distressed because the board decided to redecorate the church and, in the process, moved a picture donated by her grandmother that had hung in the same spot for the past twenty years.

It is suggested that each member take some quiet time and think about a time that they or someone they know well, really needed the help of their minister. Having access to someone who is spiritually centered to be with you and your family in time of crisis is important – it is the reason people want to have a minister in their life at all. In many cases, the minister is called before anyone else.

Ministers are professional people who have dedicated their lives – every day – all day – to serving others. Ministry is a full-time job. It is important to the work of the church that your minister has sufficient time off, at his or her discretion, to pursue physical and spiritual renewal. It is important to the church that the minister attends regional and national conferences as well as other training programs to ensure that the minister stays in top form for this highly intensive job – familiar with the newest and best techniques available for helping people work their way through their life experiences.

Our church is operating under Bylaws recommended by Unity Worldwide Ministries, which states that a minister is hired to be both its spiritual and the administrative leader. Each of those responsibilities takes considerable time, experience, and competence to accomplish. Because of the complex nature and the variety of duties of a leader with both of those responsibilities, your minister must be able to spend his or her time, entirely at his or her discretion to successfully accomplish both of those tasks. A minister cannot agree to any kind of fixed schedule because there is nothing fixed about the duties of a minister. People do not get sick, die, give birth, or threaten suicide only during office hours. The minister must be able to decide what his or her priorities are – professional and personal – at any given time and perform them according to his or her ability and conscience. As long as the church is being well managed and the congregants are being well served, then the church must be, not only satisfied, but also grateful that competent, dedicated ministers exist.

It is especially incumbent on all members to support the minister to whom they have entrusted the leadership of the church. A harmonious relationship between the board and the minister is essential to the well-being of the church. Before entering into a contract, both parties to the contract – the minister and the board are each well advised to spend considerable time in prayer. God knows with absolute certainty, who the right and perfect minister is for your church and God also knows which church is the right and perfect church for each minister.

**Minister’s Contract Template**

These are examples of possible contract provisions for an agreement between

a Minister and a Ministry. This document should not be considered a fill-in-the-blank form contract, but rather is to be used as a tool to facilitate discussion between the

Minister and the Board of Trustees regarding each area.

Keep mindful the “Negotiating the Contract” and excerpt from “Embracing Ministry Together”

which has been expanded upon in this document for the benefit of the Board of Trustees

and Ministers entering contract negotiations at the beginning of this section is to support you

to work together to create an agreement that is mutually beneficial.

If you have additional questions, please contact UWM Ministry Development for assistance.

**AGREEMENT** effective [date] \_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between [ministry name] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a non-profit corporation, organized and existing under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “MINISTRY” and [minister name] \_\_\_\_\_\_\_\_\_\_\_\_\_, a licensed/ordained Unity Minister, hereinafter referred to as the “MINISTER.”

Whereas this MINISTRY desires to employ a minister to devote \_\_\_\_\_\_\_\_\_ [insert full-time, three-quarter time, half-time, quarter-time] to the activities of the MINISTRY, and the minister desires to be so employed. The agreed upon job description and duties fully reflect the ability to be successful in completing the listed duties in the time allotted.

**THE PARTIES** agree as follows:

1. **Employment:** TheMINISTRY agrees to employ the MINISTER, and the MINISTER agrees to be employed in the capacity of \_\_\_\_\_\_\_\_\_ [insert Senior Minister, Associate, Spiritual Leader, Ministry Coordinator] of [ministry name] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for a term of \_\_\_\_\_\_\_\_\_\_\_\_ year(s) effective [date] \_\_\_\_\_\_\_\_\_\_\_\_\_ and terminating [date] \_\_\_\_\_\_\_\_\_\_\_\_\_. It being understood that per the UWM Minister Employment Assessment Policy, it is the expectation of UWM that a minister is to be employed in the same ministry for a minimum of 2 years.

 **(A minimum contract of two years is strongly recommended to establish a new minister in a congregation. The community and consciousness building needed to take place to shift toward effective growth of a ministry and thus create a turning point of the spiritual community may take 5-10 years.)**

2. **Time and Efforts:** The MINISTER shall devote the time necessary to discharge the duties as Minister of the MINISTRY. Specify if the job is full-time (minimum of 36-40 hours per week), three-quarter time (minimum of 30 hours per week), half-time (minimum of 20 hours per week), or quarter time (minimum of 8-10 hours per week). Adjust the job description and minister expectations accordingly. (See samples available on Unity Worldwide Ministries website.) If you have additional questions, please contact UWM Ministry Development.

3. **Minister’s Duties:** MINISTER shall discharge his/her duties in conformity with the Bylaws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_, which are incorporated herein by reference. Specifically, these duties include: [Revise as necessary based on the hours and duties.]

* The areas of Worship, Administration, and Education.
* Responsibilities for the scheduling, conduct, and content of services, classes, and all other activities that further the purpose of this ministry.
* Responsible for the complete functioning of the ministry based on the agreed upon details of the job description.
* A voting member of the Board of Trustees on all matters except their own employment, or that of successor(s).
* It is recommended that the minister is an ex officio member of all committees/teams.
* Follow the Code of Ethics, Sexual Conduct Policy, Annual Minister & Ministry Reporting, Policies & Procedures as outlined by Unity Worldwide Ministries.

4. **Salary:**

Commencing with the effective date of this agreement, the MINISTRY agrees to pay the MINISTER the sum of $\_\_\_\_\_\_\_\_\_\_\_ per month. The MINISTER will pay his/her own social security tax. The above salary will be reviewed on an annual basis, coinciding with the anniversary date of this agreement. Nothing in this paragraph shall be construed as preventing employment reviews on a more frequent basis.

1. **Fringe Benefits:**

**Health Insurance:**

Unless the ministry has a group insurance policy for all employees, health insurance is not provided. Ministries are encouraged to consider adjusting salary to support the minister in purchasing health insurance by offering a health insurance stipend.

**Retirement Plan:**

MINISTRY agrees to provide MINISTER with a qualified retirement plan with a sum of $\_\_\_\_\_\_\_\_\_ per month, or \_\_\_\_% of the Minister’s salary (total of salary and manse allowance [4. (1.) (a.) + (b.)].) Total combined contribution by MINISTRY and MINISTER shall not exceed salary minus manse allowance within the limits set by congress. See <https://www.irs.gov/retirement-plans/plan-participant-employee/retirement-topics-403b-contribution-limits>

(If the MINISTRY is unable to offer this benefit at the time of hire, consider:

MINISTRY aspires to contribute to the retirement fund of the MINISTER following the first-year service as a minister.)

**Contribution toward Social Security tax:**

MINISTRY agrees to provide MINISTER with a monthly allowance in the sum of $ \_\_\_\_\_\_\_\_. This represents the MINISTRIES employer portion of Social Security and Medicare taxes.

6. **Leave Time:**

(a.) **Vacation.** MINISTER shall be entitled to \_\_\_\_\_ weeks’ vacation time during each year. Vacation time must be used in the calendar year for which it is intended. Vacation time will not roll over and must be used within the year of service.

(b.) **Paid Time Off.** MINISTER will be entitled to paid time off (PTO) during the term of this Agreement, per the policies for full-time executive employees. If a policy is not in place, non-vacation PTO will accrue at 4 hours/month.

(c.) **Wellness Time.** MINISTER shall be entitled to \_\_\_\_\_ weeks paid time during each year to address health care needs.

 (d.) **Days Off.** MINISTER shall have two (2) regular days off per week, \_\_\_\_\_\_\_\_\_\_\_\_\_.

 (e.) **Holidays.** MINISTER shall be entitled to \_\_\_\_\_\_ paid holidays per year.

(f.) **Spiritual Renewal.** MINISTER requires spiritual renewal as part of his/her ministerial duties and shall be entitled to \_\_\_\_\_\_ weeks paid time.

(g.) **Continuing Education.** MINISTER requires continuing education as part of his/her ministerial duties and shall be entitled to \_\_\_\_\_\_ week(s) paid time each year. This shall not be considered as time off.

(h.) **Annual Convention and Regional Conferences.**

* MINISTER shall be entitled to attend the Annual Convention of the Unity Worldwide Ministries and MINISTRY shall pay expenses incurred in attending such conferences including travel, meals, lodging, and fees up to negotiated cap.
* Attending Regional/Sub-regional Conference is a negotiable item for the minister and the ministry.
* Time spent traveling to, from, and attending the Convention shall not be considered vacation time.

(i.) **Minister’s Service.** MINISTRY recognizes obligation of MINISTER to tithe of his/her time to the Unity Movement and to the community and agrees to pay all expenses as negotiated. Time spent in such service shall not be considered vacation time.

(j.) **Sabbatical Leave.** At the completion of \_\_\_\_\_\_\_\_\_\_\_ years as minister of this ministry, MINISTER is eligible for sabbatical leave at the discretion of the Board. Such leave shall be for the purpose of renewal, personal study, and enrichment in further strengthening his/her ministerial qualifications and shall be with full pay.

* The sabbatical leave shall be for a \_\_\_\_\_\_\_\_\_\_ period. The specific timing and duration of the leave shall be by mutual agreement between the Board and the MINISTER.
* Starting on \_\_\_\_\_\_ (date of hire), sabbatical credit will accrue at the rate of one-half month for each full year of service. With approval of the Board, MINISTER may borrow against future accruals.
* Sabbatical leave will be coordinated with e Board of Trustees.
* If the Board discontinues the sabbatical leave program or does not approve a sabbatical request once MINISTER has accrued a minimum of two months’ credit, the MINISTRY must pay out all accrued but unused sabbatical credit within 60 days of receiving a written request from the MINISTER.

7. **Professional Expenses Reimbursement:** MINISTRY will reimburse the MINISTER for reasonable and necessary expenses incurred by him/her in carrying out his/her duties under this agreement. MINISTER shall present an itemized account of such expenses. Reimbursements are not taxable income.

The professional expense reimbursement/allowance may include:

(a.) **Automobile:** Up to a total of $\_\_\_\_\_\_\_\_\_\_ per year. (MINISTER can elect to deduct own auto expenses for tax purposes.) **Why limit**? Because open-ended can be too much and it is fiscally irresponsible.

(b.) **Book/Subscription/CD/DVD:** Up to a total of $\_\_\_\_\_\_\_\_ per year.

(c.) **Continuing Education:** Up to a total of $\_\_\_\_\_\_\_\_ per year.

(d.) **National Convention/Regional Conferences:** (See 5. (f.).)

(e.) **Ministry Related Meals and Entertainment:** Up to a total of $\_\_\_\_\_\_\_\_\_ per year.

 These are h**ospitality expenses** the Ministry requires to entertain others. The Minister may receive reimbursement for the entire cost of a meal for ministry members or guests if the meal had a ministry-related purpose.

(f.) **Other:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Up to a total of $\_\_\_\_\_\_\_\_\_\_\_ per year.

8. **Sunday Service Expectations:**

MINISTER will be responsible for the presentation of \_\_\_ (insert number) Sunday services each month period minister will be responsible for this Sunday service schedule and all aspects of the worship service and platform process including scheduling music accompaniment and platform speakers for services.

Any additional Sunday presentation ministers shall be paid standard speaker fee.

MINISTER will be responsible for making sure that on those Sundays that he/she will not be conducting service, a speaker has been scheduled and confirmed to appear.

MINISTER to work collaboratively with an existing Sunday service team and or create a Sunday service team to support the Sunday service experience.

9. **Non-Sunday Morning Services:**

For each non-Sunday morning service facilitated solely by MINISTER, MINISTER shall be paid the lesser of the following (i) $\_\_\_\_ (insert amount); (ii) 50% of the love offering received; or (iii) income remaining after all expenses for the service have been conducted.

For each non-Sunday morning service MINISTER facilitates with a Co facilitator MINISTER shall be paid the lesser of the following (i) $\_\_\_\_ (insert amount; (ii) 25% of the love offering received; or (iii) income remaining after all expenses for the service have been conducted.

Examples include but not limited to: Christmas Candlelight Service, Burning Bowl Ceremony Ash Wednesday, Monday Thursday, Good Friday, the addition of a sunrise service on Easter Sunday.

10. **Ownership/Licensing: (Standard Language)**

MINISTER retains copyright to all intellectual property (including sermons, writings, and lesson material) that he/ she produces while employed by the ministry. MINISTER may use this intellectual property as he/she sees fit to teach the universal principles of Truth as taught and demonstrated by Jesus the Christ, and other inspired Spiritual Masters and New Thought authors.

MINISTER retains copyright to her his/her own previously created intellectual property shared with the ministry during his/ her ministerial responsibilities under this agreement.

MINISTER grants to ministry a non-exclusive, non-transferable license for use of such copyrighted works in all languages and in all media for the duration of the MINISTER’s employment.

11. **Performance Benchmarks and Review Process:**

MINISTRY and MINISTER will evaluate and extend this agreement in relation to the specific work and programs of the MINISTER timeframe in \_\_\_\_\_\_\_\_ [insert date].

Reviews of MINISTER will be conducted in accordance with the policies for \_\_\_\_\_\_\_\_\_ [full-time (minimum of 36-40 hours per week), three-quarter time (minimum of 30 hours per week), half-time (minimum of 20 hours per week), or quarter time (minimum of 8-10 hours per week)] employees on a schedule adopted by the Board, with a minimum of one year (1) review per year.

12. **Termination by Either Party:** This contract agreement may be terminated by either party by following the prevailing state and federal laws and by following the steps outlined in (a.) and (b.) below:

 (a.) By a two-thirds (2/3) majority vote of the Board of Trustees or active Ministry membership, or as specified in MINISTRY bylaws.

(1.) The UWM Ministry Development Coordinator is to be informed of MINISTRY’s intent prior to taking any action steps to terminate the minister’s employment.

(2.) Termination by the Board of Trustees or active MINSTRY membership shall include thirty (30) days written notice; thirty (30) days standard pay, plus, at a minimum, one (1) week’s pay for each year employed.

 Alternatively, MINISTRY may pay (30) days’ standard pay in lieu of notice, plus, at a minimum, one (1) week’s pay for each year employed.

In both instances, MINISTRY shall provide for the continuation of health benefits stipend for ninety (90) days.

(b.) By the Minister:

 (1.) Thirty (30) days minimum written notice to the Board of Trustees and the UWM Ministry Development Coordinator.

 (2.) MINISTER receives all vacation pay.

 (3.) Cooperates fully in the employment process of the future minster per Unity Worldwide Ministries Code of Ethics.

13**. Grievance and Dispute Resolution:**

(a) Should any grievance or dispute arise between MINISTER and MINISTRY as to the meaning, interpretation, or application of the provisions of this agreement, the parties shall meet in a good faith effort to resolve the grievance or dispute.

 (b) If the grievance [or dispute] cannot be resolved as outlined in item (a.), the grieving party may reduce the grievance to writing and present it to the other party. The served party shall respond, in writing, within fifteen [15] calendar days of receipt of the grievance.

 (c) If the grievance [or dispute] cannot be resolved through the above procedure[s] as outlined in item (a), or (b), then either party may, within fifteen [15] calendar days following receipt of the response to the grievance, refer the matter to mediation. The mediator, or mediation team, will be certified by a national professional mediation association or have a credential recognized by the municipality where they serve.

 (d) If the grievance [or dispute] cannot be resolved through the above procedure[s] as outlined in items (a), (b), or (c), then either party may within fifteen [15] calendar days following the conclusion of the mediation, refer the matter to arbitration.

 (e) The party desiring to arbitrate the grievance [or dispute] shall request the American

 Arbitration Association [or similar local organization providing arbitration services] to provide an arbitrator, qualified to consider and decide the issue, who can hear the matter within thirty [30] days and render a decision within thirty [30] days following the hearing.

 (f) Expenses for the arbitrator’s services and the services of the American Arbitration Association shall be borne equally by both parties, except where the dispute specifically involves the termination of this agreement [at any time other than its expiration date] through the resignation or discharge of MINISTER. In the latter case all expenses for the arbitration will be borne by the losing party [as determined by the arbitrator].

 (g) The decision of the arbitrator will be final and binding on both parties.

 (h) The arbitrator shall have no power to add to, subtract from, modify, or alter in any way the provisions and terms of this agreement.

 (i) Copies of all correspondence relating to the grievance [or dispute] and its final outcome will be sent to the Unity Worldwide Ministries Ministry Development Coordinator.

14. **General Provisions:**

(a.) **Notices.** All notices required, or permitted to be given under this agreement, shall be given by certified mail, return receipt requested, to the parties at the following addresses or at such other addresses as either may designate the writing to the other party.

* Minister’s Name and Current Address
* Ministry’s Name and Current Address

 (b.) **Governing Law.** This agreement shall be construed and enforced in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_. The parties shall always endeavor to conduct themselves in accordance with Unity principles.

 (c.) **Automatic Renewal.** This contract shall be automatically renewed and extended from year to year unless written intent not to renew is given sixty (60) days prior to the end of the agreement.

 (d.) **Entire Agreement.** This agreement constitutes the entire understanding and agreement between MINISTRY and MINISTER regarding all matters herein.

15. **Savings Clause:** Should any part or provision of this agreement be rendered or declared invalid by reason of any existing or any subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

Executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, [state] on this \_\_\_\_\_\_\_\_ day of [date] \_\_\_\_\_\_\_\_\_\_.

 MINISTRY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 (Type name of MINISTRY.)

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(Type name and title of persons signing. All officers of the MINISTRY should sign, i.e., President, Secretary, and Treasurer.)

And: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(Type name and title of persons signing. All officers of the MINISTRY should sign, i.e., President, Secretary, and Treasurer.)

MINISTER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(Type name of Senior Minister, Associate, Spiritual Leader, Ministry Coordinator.)