

# **Cedar Lane Unitarian Universalist Church**

## **Ministerial Agreement with The Rev. Abhi P. Janamanchi, Senior Minister**

Cedar Lane Unitarian Universalist Church of Bethesda, Maryland, hereinafter the “Congregation,” or “CLUUC” and the Reverend Abhi P. Janamanchi, hereinafter “Senior Minister” jointly enter into this Letter of Agreement effective January, \_\_\_ 2021.

The intention of this Agreement is to set forth the responsibilities and obligations of the Senior Minister to the Congregation and the Congregation to the Senior Minister as we seek to dwell together in peace, to seek the truth in love, and to serve one another and the larger community. It is recognized that no matter how carefully this Agreement is written and observed, the relationship between the Congregation and the Senior Minister must be grounded in open communication, mutual trust, good faith, and open and fair process on both sides.

### **1. TERM OF AGREEMENT**

It is the aspiration and spirit of the Congregation that the calling of the Senior Minister is for an indefinite period of time. The effective date of this specific agreement will be January 2021 and will continue until June 2025 by which time it is anticipated that a successor agreement will be executed, or that this agreement will be amended or extended as provided therein unless terminated by either party in accordance with Section 4.

### **2. DUTIES**

#### **2.1. Shared Leadership**

2.1.1. The Senior 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 Senior Minister for spiritual leadership and initiative, for assistance in setting and articulating its vision, for professional and inspired performance, and oversight of the Congregation’s programs in collaboration with the Congregation’s Board of Trustees and the Congregation’s committees.

#### **2.2. Leadership Goals**

2.2.1. On an ongoing, periodic basis, the Senior Minister and the Congregation's Board of Trustees will collaboratively determine 2-3 strategic goals/priorities for senior ministerial time and attention, taking into consideration the overall needs of the CLUUC community, its mission and vision, and the Senior Minister's passion, gifts, and interests in ministry. The Senior Minister and the Board will publicly and proactively articulate, in the spirit of mutual

commitment and support, these collaboratively determined goals/priorities to the broader CLUUC community, with the shared understanding that other areas of focus will receive less time and attention from the Senior Minister.

### **2.3. Pulpit, Worship, and Special Services**

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

2.3.2. The Senior Minister will be free of Sunday service responsibilities once per month.

2.3.3. The Senior Minister will be responsible for all worship services, including seasonal celebrations and rites of passage, such as weddings, child dedications, and funerals and memorial services while others, after consultation with the Senior Minister and with the Senior Minister's approval, may conduct certain services.

### **2.4. Services to Persons**

2.4.1. The Senior Minister will serve members in their needs for pastoral care, including crisis intervention and visitation of the sick, dying, and bereaved, both directly and in collaboration with the Associate Minister and the Congregation's own pastoral visitor program. The Senior Minister will maintain awareness of his own limitations, and will refer members for professional counseling and other specialized services as appropriate.

2.4.2. The Senior 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 Senior Minister.

### **2.5. Services to the Board of Trustees and Committees**

2.5.1 The Board and the Senior Minister shall be accountable to each other in order to realize the Congregational Vision and fulfill the Church's Mission.

2.5.2 The Senior Minister shall be accountable to the Board for the achievement of the priorities and goals through the collaborative work of the Senior Staff.

2.5.3 The Senior Minister shall carry out the policies of the Board of Trustees and the Congregation

2.5.4 The Senior Minister will be an ex officio member without vote of the Congregation's Board of Trustees. The Minister will provide reports on congregational matters to the Board as outlined in the Board's governing policies, and bring to its attention specific concerns as they arise.

2.5.5 The Senior Minister will be an ex officio member without vote of all recognized committees and task forces except the Nominating Committee and the Senior Minister or Interim Senior Minister Search Committees. The Senior Minister or a senior staff member (designated by the Senior Minister) or a lay leader (designated by the Senior Minister) will confer at least annually with each recognized committee on how best to assist it. Attendance by the Senior Minister at most committee meetings is welcome, but not expected.

## **2.6. Community Activities**

The Senior Minister is encouraged to engage in the community, beyond the Congregation, in accord with the principles of Unitarian Universalism and the core values of the Congregation, and to inform the Congregation of such action through periodic reports. When the Senior Minister speaks in public, he must clearly indicate that such speech is not representing a Congregation position, unless the Congregation has otherwise authorized it.

## **2.7. Relationship to Staff**

2.7.1. Under Governance by Policy, the Senior Minister shall serve as head of staff and is empowered to make all programmatic and administrative decisions not explicitly reserved to the Board, assigned by the Board to some other person or church entity, or prohibited by Board policies.

2.7.2 The Senior Minister may delegate to staff, including volunteer leaders, any portion of globally delegated authority except as specifically prohibited or limited by board policies.

2.7.3. The Senior Minister will ensure that all paid staff develop, together with their supervisor, performance goals supportive of the year's strategic goals. The Minister will ensure that the performance of paid staff members is evaluated annually by their supervisors.

## **2.8. Office Hours and Days Off**

The Senior Minister will maintain a regular schedule of office hours during the week. The Senior Minister will have one day per week when he will be free of all Congregation responsibilities and one additional day devoted to study and writing, subject to interruption only in emergencies. If an emergency interrupts one of these days, it is understood another day will be provided.

## **2.9. EVALUATION OF THE MINISTRY**

The Congregation's Board of Trustees will oversee an annual assessment of the work of the Senior Minister every April and will assess the ministry of the Congregation every three to five years as part of a wholistic, periodic review and renewal of the leadership and ministry of the Congregation, in alignment with 'shared ministry' evaluation best practices.

## 2.10 ETHICAL STANDARDS

The conduct of the Senior Minister and the Congregation will be in accordance with the Code of Professional Practice and Guidelines for the Conduct of Ministry of the Unitarian Universalist Ministers Association. The Senior Minister shall also sign and subscribe to the “Code of Ethics for People Working with Children and Youth of Cedar Lane Unitarian Universalist Church,” a copy of which is attached and made a part hereof.

## 3. COMPENSATION, PROFESSIONAL EXPENSES, AND BENEFITS

### 3.1. Salary plus Housing Allowance

3.1.1. The Congregation will provide to the Minister an annual Salary of \$131,658.08 for fiscal year 2021, and an annualized total of \$171,405.58 for the Senior Minister’s Total Cost of Ministry

3.1.2. The Congregation’s Board of Trustees will consider the Senior Minister’s request that a portion of Salary be annually designated as Housing Allowance once the Senior Minister has ascertained the likely domiciliary costs to be incurred.

3.1.3. The Congregation's Board of Trustees shall review the Senior Minister’s Salary and Housing (S&H) annually and may adjust it 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.

### 3.2. Other Benefits and Expenses

3.2.1. The Congregation will pay the employer’s matching FICA to the Senior Minister at 7.65 percent of S&H up to the social security taxable income level cap (and at 1.45 percent of S&H above the annual social security taxable income level cap,) payable semi-monthly. The Congregation will adjust the exact amounts of this benefit annually, providing the 7.65 percent contribution to the maximum extent required.

3.2.3. The Congregation will make Retirement plan contributions to the Unitarian Universalist Organizations Retirement Plan and/or other appropriate retirement plan, of at least 10 percent of total Salary and Housing.

### 3.2.4. Insurance Premiums

3.2.4.1. **Comprehensive medical insurance and dental insurance for the Senior Minister and for the Senior Minister’s dependents:** 80 percent of premium for the Minister and 50 percent for dependents will be paid by the Congregation.

3.2.4.2. **Group disability insurance:** 100 percent of premium will be paid by the Congregation. The Senior Minister will have the option to take the annual premium amount as taxable income.

3.2.4.3. **Group term life insurance:** 100 percent of premium will be paid by the Congregation.

3.2.5. **Professional and out-of-pocket expenses:** Reimbursable up to 7 percent of S&H, payable promptly on voucher by the Senior Minister. Other expenses for reimbursement include, but are not limited to, travel, automobile mileage, lodging, meals, incidentals, conference registration, entertainment, pulpit gowns, books, periodicals, dues, office equipment such as computers, and 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 shall be the property of the Senior Minister.

### 3.3. **Annual Leave**

3.3.1. The Senior Minister will be relieved of all responsibilities and may be absent from the area for a total of eight weeks per year in mutual agreement with the Associate Minister.

3.3.2. Four of these weeks will be taken as vacation. During vacation, should an emergency arise requiring the Senior Minister's return, all costs of such return will be borne by the Congregation.

3.3.3. Four of these weeks will be taken as study leave. During study leave, should an emergency arise requiring the Senior Minister's return, all costs of such return will be borne by the Minister.

3.3.4 The Senior Minister will have additional days off after Christmas through New Year's Day to compensate for increased demands of his/her time during the holidays.

3.3.5 Accrued unused vacation time, not to exceed two weeks, may be carried over to the new fiscal year with prior agreement of the Board of Trustees. Vacation leave will accrue during a sabbatical leave.

### 3.4 **Denominational Service and Continuing Education**

3.4.1. The Minister is expected to engage in denominational service, spiritual development, and professional development activities and to responsibly manage time for these activities.

3.4.2. With the specific approval of the Congregation's Board of Trustees, the Minister may be relieved of all responsibilities and absent from the area for up to four Sundays annually, inclusive of General Assembly, for participation in UUMA chapter, Central East Region, and Unitarian Universalist Association functions and continuing education. The approved absences will not be deducted from the Minister's allotment of annual leave.

3.4.3 The Senior Minister's use of vacation, study, and professional leave will be arranged so that a minister will be generally available throughout the year. The schedule will be mutually agreed upon by the Board of Trustees, the Senior Minister, and the Ministry Team

### 3.5 **SICK, MEDICAL, AND FAMILY/PARENTAL LEAVE**

### 3.5.1 Sick Leave

The Senior Minister will be granted sick leave on the basis of one day per month (12 days) without loss of pay. Sick leave may be accumulated up to 120 days. The financial obligation of the Congregation will cease on activation of long term disability benefits.

### 3.5.2 Extended Medical and Disability Leave

Extended Medical Leave: Should the Senior 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." Extended Medical Leave 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 Extended Medical Leave, the Congregation shall continue to pay all employee insurance premiums (health, dental, life, retirement, and long-term disability) as otherwise provided by this Agreement, and no less than 75 percent of the Senior Minister's salary and housing allowance. If the Senior Minister recovers and is able to return to work full-time before the earlier of the 90-day period of Extended Medical Leave or the commencement of long term disability benefits, the Congregation shall retroactively pay the Senior Minister at 100 percent of salary and housing.

At the conclusion of Extended Medical Leave, whether by approval for long-term disability benefits or by reaching the 90-day-limit, health and dental insurance premiums will be discontinued and the Senior Minister will be offered COBRA coverage if available.

Disability Leave: In the event the Senior Minister is approved for long-term disability benefits, the congregation will deem the Senior Minister actively at work and continue to pay the life insurance premium for an additional six months of transitional disability leave in accordance with the premium waiver provisions of the Group Life Insurance contract. Unless otherwise agreed to by both the congregation and the Senior Minister, salary and housing shall not be paid during disability leave.

### 3.5.3 Family and Parental Leave

The Senior Minister may use accrued sick leave and vacation leave, or request unpaid leave of absence, up to a maximum of 12 weeks, for extended illness of a significant person in his or her life. The Minister shall be reinstated at the same or equivalent position thereafter.

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.

## **3.6 SABBATICAL LEAVE**

3.6.1 The Senior Minister shall be granted a sabbatical leave of one month for each full year of service. The Senior Minister may not take this leave before the fourth year of service, and may not accumulate more than six months of sabbatical leave.

3.6.2 Compensation during a sabbatical includes all components of salary, benefits and professional expenses at the then current rate.

3.6.3 Time spent on sabbatical leave shall be considered as service for the accumulation of vacation and sabbatical leave.

3.6.4 Following a Sabbatical leave, the Senior Minister agrees to complete at least one full year of service to the Congregation.

3.6.5 The Congregation agrees to take no action on ministerial tenure during a sabbatical leave.

3.6.6 Unused Sabbatical is not compensable. The Congregation is not obligated to pay for sabbatical leave time not taken within the prescribed time or after the Senior Minister's termination or resignation.

### **3.7 INTELLECTUAL PROPERTY**

All notes, research, sermons, and other products of the Senior Minister's work shall be the sole property of the Senior Minister.

## **4. DISPUTES AND TERMINATION**

4.1 This Agreement is subject to the Bylaws of CLUUC. It has been drawn, offered, and accepted in the spirit of the Principles and Purposes of the Unitarian Universalist Association. In the absence of a specific provision in the Bylaws the Unitarian Universalist Association guidelines for arbitration will be followed

4.2 Termination: This Agreement will continue until the Senior Minister provides the Congregation with at least ninety days' notice of intent to resign or retire, or until the Congregation provides the Senior Minister with at least ninety days' notice of intent to dismiss, or until the long-term disability or death of the Senior Minister. The Senior Minister agrees to perform all duties during such notice period and to take all necessary steps to effectuate an effective transfer of duties during that time.

4.3 A decision by the Congregation to dismiss the Senior Minister shall be by majority vote of all members of the Congregation present and eligible to vote at a meeting called for that purpose at which a quorum is present.

4.4 The Board may negotiate the Senior Minister's resignation. A notice of less than ninety days is acceptable upon mutual agreement. In exchange for a General Release of All Claims signed by the Senior Minister the Board will pay the financial equivalent of the Senior Minister's unused

vacation and continue the Senior Minister's salary, housing and the Congregation's contributions towards the Senior Minister's Insurance benefits excluding professional expenses, for an additional one month per year of service up to ten (10) or until the Senior Minister has begun service in another congregation.

## **5. RECONCILIATION WITH PERSONNEL POLICY GUIDELINES**

In the event of any conflict between this Agreement and the CLUUC Personnel Policy Manual, this Agreement shall govern.

## **6. AMENDMENT**

6.1 The terms of this Agreement may be changed by mutual consent of the Senior Minister and the Board of Trustees.

6.2 This Agreement will be reviewed at least every four years.

IN WITNESS WHEREOF, Reverend Abhi P. Janamanchi and Cedar Lane Unitarian Universalist Church have caused this Agreement to be executed in their names and on their behalf.

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**Abhi P. Jamamanchi**  
**Senior Minister**

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**Date**

**On Behalf of the Cedar Lane Unitarian Universalist Church Congregation:**

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**Tod Chernikof**  
**Chair, CLUUC Board of Trustees**

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**Date**



