

PNEC CALL AGREEMENT
between an Authorized Minister and a Local Church
of the United Church of Christ

The call to [AUTHORIZED MINISTER], extended by [LOCAL CHURCH]: Having sought the guidance of the Holy Spirit, and believing that God has called us to share in the mutual ministry of Christ, the members of [NAME] United Church of Christ at [ADDRESS], at a regularly called meeting of this congregation held on [DATE], voted to enter into covenant with you to become a minister of this church as our [POSITION TITLE], beginning on [DATE]. All parties execute the following agreement in good faith.

Faith Foundations to be included in all Call Agreements:

Covenant. We are a church based in covenant. When a church calls a pastor, it covenants to compensate fairly, and the pastor covenants to serve faithfully.

Stewardship. We are accountable for the wise use of the church's resources, both human and material, therefore the church should be an intentional steward in the raising and the expenditure of funds, and the pastor should be an intentional steward in the use and renewal of his/her life in ministry.

Christian Love. Because the connection between pastor and people is a sacred trust, open, caring, healthy relationships are essential for the well-being of the local church. Salary and benefits negotiations, new and annual, should be carried out with candor and clarity, and with loving, supportive, mutual respect. As Christians, we are called to compensate all persons fairly, regardless of age, gender, gender identity, race, sexual orientation, disabilities, marital or family status.

TERMS OF CALL AGREEMENT

We consider this position to be [FULL TIME / THREE-QUARTER TIME / HALF TIME / ONE-QUARTER TIME]. The terms of this call are contingent upon your holding ministerial standing with the [NAME] Association of the [NAME] Conference of the United Church of Christ. Should ministerial standing be suspended, revoked or transferred for any reason, this agreement can be terminated immediately by the Church Council representing our congregation.

Because our church, [LOCAL CHURCH NAME], is committed to fair and just compensation, and in recognition that our faithful support will assist you, [MINISTER NAME], in remaining vital, creative and energetic for this ministry, we provide the following financial and professional care. All benefits listed here are annual and will be pro-rated during the remainder of the current year. We commit ourselves to the following terms of the covenant as we call you into ministry among us:

RELOCATION EXPENSES

Our church will pay reasonable relocation costs to move you from [ORIGINAL LOCATION] to [NEW LOCATION] It is your responsibility to secure at least two written estimates of the costs involved in this move and to submit the estimates to our Church Council so we can adequately plan and execute our part of these logistics. Relocation costs include the expense of one advance home hunting trip for you and your family, the move of your household goods, mileage for transporting your automobile(s), and lodging for you and your family en route. These total costs will not exceed \$[AMOUNT].

SALARY AND HOUSING

Compensation guidelines are provided by the Penn Northeast Conference of the UCC.

SALARY: Beginning on [DATE], our church will pay a cash salary of \$[AMOUNT] on a [WEEKLY / SEMI-MONTHLY / MONTHLY] basis. Compensation guidelines for authorized ministers are provided by individual conferences of the UCC.

HOUSING: Our church will provide a parsonage *or* a housing allowance.

If a parsonage, our church will pay all utility and maintenance costs of the parsonage, including that of basic telephone/internet service, lawn care, and snow removal.

If housing allowance, our church will provide an allowance of \$[AMOUNT]/month, which is non-taxable in accordance with Internal Revenue Service guidelines and which we will approve annually (with the amount specified each year in Church Council minutes) for tax purposes. Housing allowance is understood to include the costs of all utilities, maintenance and furnishings, in addition to the mortgage/rent for your primary residence.

FINANCIAL BENEFITS

ANNUITY: Our support of your ministry includes your future well-being, and so we invest ourselves in the financial security of your retirement. Our church will pay, on your behalf, an amount equal to 14% of the Salary Basis (cash salary + housing allowance/value of parsonage) into your account with The Pension Boards. Using the information in this call agreement, the annual contribution for [YEAR] is \$[AMOUNT].

HEALTH AND DENTAL INSURANCE: Our church will pay, on your behalf, the full annual premium for you and your eligible immediate family members in the United Church of Christ Medical and Dental Benefits Plan. *For employees in their first employment relationship with the UCC, application for coverage must be made within 90 days of employment or evidence of insurability will be required.*

SOCIAL SECURITY AND MEDICARE OFFSET: Our church will compensate you for the portion of Social Security and Medicare that we would pay if you were an employee of the church; the Social Security Administration designates ordained ministers as self-employed persons. The amount of wages subject to Social Security and Medicare taxes is established annually by the IRS. This offset will be paid to you on a quarterly basis; the offset is taxable income to you.

LIFE INSURANCE AND DISABILITY INCOME PLAN: If you are eligible to participate in and you complete an application with the Pension Boards, our church will contribute 1.5% of the Salary Basis to the Life Insurance and Disability Income Plan of the United Church of Christ on your behalf. Using the information contained in this agreement, the annual contribution for this plan for [YEAR] is \$[AMOUNT]. *For employees in their first employment relationship with the UCC, application for coverage must be made within 90 days of employment or evidence of insurability will be required.*

TIME BENEFITS

WEEKLY SCHEDULE: We recognize that the demands of church life come at all hours of the day and night, and that the covenant with our church requires your attention 24/7 to matters beyond your control. We expect that your work schedule will average 40-50 hours weekly, understanding that additional hours may be required but will be examined if an excess of 55 hours per week becomes a habit for you or for us. Therefore, we wholeheartedly support your need to take time for self-care on a regular basis, and we encourage your faithful management of two days off per week for rest and rejuvenation.

VACATION: Our church provides you four weeks of vacation time during each 12 months of service, including four Sundays. The church will provide one (1) additional week of vacation for each additional five years of service. The congregation is responsible for our programs, worship life and each other during your vacation. Service to the wider church (e.g. summer camp leadership, mission trips, and national/conference/association meetings) is not construed as vacation time. Vacation time does not roll over from year to year; vacation time that is unused at the end of a year is forfeited. Vacation pay will be prorated upon termination.

PARENTAL LEAVE: Parental leave is extended if you and your family experience the birth or adoption of a child. You will receive eight weeks of paid parental leave so that you can care for self and family. Unused parental leave is forfeited. In addition to paid leave may take an additional three months' total leaves, the last month of which is either accrued vacation or leave without pay.

PERSONAL AND SICK LEAVE: Our church realizes that life is rarely predictable or easy; therefore, leave time is available to you for special circumstances. We expect that you will communicate promptly with the Church Council should these circumstances arise and leave time be needed. Sick leave should be granted to authorized ministers for personal illness or the illness of a dependent family member as defined by the local church governing board. It is recommended that one sick day for each month of the year, which can be accrued up to 30 days, with full salary, housing and benefits.

COMPASSIONATE LEAVE – Allowance must be made for the authorized minister to be with her/his other immediate family at times of special celebration such as weddings or graduations and at times of personal emergency or unusual family responsibility. Paid personal leaves would normally be limited to a period of 5-7 days per incident, except where compassion dictates further extension. These days are not accruable.

SABBATICAL LEAVE – At the time of call, arrangements for a 3-month sabbatical after each five (5) years of full-time pastoral service or a 2-month sabbatical after each five (5) years of part-time service, with full pay

and benefits should be made. It is recommended that the church establish a separate account to prepare for congregational and/or pastoral sabbatical leave expenses and contribute to it annually.

During the time of sabbatical all salary, housing and benefits are paid to the pastor. Attention needs to be given to the expense of the congregation and pastor, for pastoral coverage for the church during the sabbatical and the pastor's sabbatical expenses. Then at the time of sabbatical leave funds will be available to cover the cost of the interim.

Upon return, the sabbatical experiences should be shared with the congregation. It is assumed that the minister will return to the present pastorate for at least one year after sabbatical leave.

DISABILITY AND DEATH

SHORT-TERM DISABILITY: If you become disabled or experience an extended illness and you are unable to meet your ministerial responsibilities during the time of this call agreement, we expect that you will use all available sick and vacation time as well as the annual allowance of personal leave during the waiting period of the Short Term Disability plan of the Pension Boards (approximately 30 days). Thereafter, we will pay only benefits (annuity and insurance premiums) until the expiration of Short Term Disability benefits. Disability, health benefits and leave time are provided in lieu of benevolence offerings, in the best financial interests of both you and the church.

WORKERS COMPENSATION: You are obligated to report a workplace injury to the Moderator/President of the church as soon as is practicable. In the event that an injury or illness is compensable under workers' compensation law, workers' compensation shall be the primary benefit. Short-Term and Long-Term Disability benefits, when eligibility is established, will be adjusted in accordance with Pension Board Health and Disability Plan documents. As with Short-Term Disability, we will pay only benefits (annuity and insurance premiums) for a total of six months from the date of injury or illness.

In instances of the current Pastor's Death

In cases of the death of an authorized minister, actively serving, the congregation should provide salary, housing, and benefits to the family of the deceased for a period of three months. Use of the parsonage and moving expenses are negotiable based on the ability of the congregation to provide such support. Congregations are encouraged to consult Conference Staff when determining this benefit.

COPYRIGHT AGREEMENT

The default under the law is that works prepared by a pastor within the scope of their employment (called "works for hire" in copyright law) – such as sermons and liturgies – become the property of the church. By including the following copyright agreement language, a church gives up those rights but has a license to use the copyrighted works with the consent of the minister.

Church and minister acknowledge that sermons and other original written and spoken theological reflections authored by minister (collectively, "the works") are ecclesiastical events and moments which are the product of deeply personal spiritual reflection, prayer and discernment by minister.

Church and minister agree that regardless of when and where such reflection, prayer, discernment and preparation of the works, occurs, whether or not on church premises or using church facilities and whether or not during regular church hours of operation, the content of such works remain personal to minister, with minister retaining all ownership, copyright, and other legal interests in such works and having unfettered discretion to reprise or republish such works for other purposes and at other times, and to alone have claim to any financial benefits that may attend thereto. Church and minister do not intend for this acknowledgment and agreement to constitute the conveyance by church to minister of either a taxable or tax-free excess benefit, but rather to reflect the ecclesiastical reality of the formation and ownership of these works. In consideration of minister's employment by church, minister hereby grants to church an irrevocable, non-exclusive, worldwide, sublicenseable, transferable and royalty-free license to use, reproduce, distribute, create derivative works of, publicly perform and publicly display such works (whether solely or jointly with others) in any media now known or hereafter known. Such license shall continue in effect (I) while minister is employed by church and (II) thereafter, with the consent of minister, which consent of minister will not be unreasonably withheld or delayed. In no event shall use of such works by church be for purposes of its commercial gain; provided, that any such use in the ordinary course of church's stewardship campaign shall not be considered a prohibited use for commercial gain. Church and minister agree at this time to amend the terms of the agreement regarding such works at any time and in any manner as minister in her sole discretion deems advisable to better and more fully reflect the intent of the parties expressed herein.

PROFESSIONAL MINISTRY EXPENSES

(the following might not be included in a call agreement for Supply Pastors)

PROFESSIONAL EXPENSES – Churches are expected to reimburse all professional expenses of authorized ministers. These may include FBA fingerprinting, PA Mandatory Reporting Education, and subsequent Criminal Background Checks.

AUTOMOBILE – Automobile Expense is a church business expense and should be compensated fully. Compensation may take one of several forms.

- a. Per mile allowance (as allowed by IRS guidelines)
 - b. Provision of an automobile and payment of all expenses for church use.
- (Note that annual lump sum payments are now considered taxable income by IRS. Churches should check current IRS law. Information about current automobile expenses can be found at www.irs.gov web site.)*

BUSINESS – Conference, wider church, and business related expenses incurred should be paid by the church in full.

MOVING EXPENSES – Initial moving expenses should be paid in full by the church calling an authorized minister. This is a church expense and shall not be considered as salary.

BACKGROUND CHECK – When an authorized minister prepares a profile, the authorized minister must pay for a background check before that profile can be circulated. When an authorized minister is called to a

new setting, the local church is expected to pay the full cost of that background check to the newly called pastor.

CONFERENCE, ASSOCIATION AND WIDER CHURCH MEETINGS: Our church values and expects your participation in the wider church, thus we will reimburse reasonable expenses for participation in our United Church of Christ national, conference, association, and other meetings. The amount established to support these expenses is incorporated into the professional expenses noted above.

EDUCATIONAL MATERIALS AND CONTINUING EDUCATION – Churches are encouraged to provide time and financial assistance for study and continuing education for their pastor, with a minimum of **two weeks** annually (other than vacation). The annual budget line item is to be 1% of the annual salary and housing, at minimum \$500 annually, to assist with the costs of continuing education and resources.

MILEAGE: Our church will reimburse you, at the Internal Revenue Service mileage rate established each year, for using your automobile in fulfilling the duties of the pastoral office. It is your responsibility to keep a log of mileage for accountability to the church and to the IRS.

WE FURTHER COVENANT:

FREEDOM AND RESPONSIBILITY OF THE PULPIT: Notwithstanding any of the other pastoral responsibilities outlined in our church Constitution and Bylaws, in the United Church of Christ Constitution and Bylaws and Manual on Ministry (noting the *Minister Codes* and *The Church in Relation to Its Pastor* in Section 1 of MOM), and in the Three-Way Covenant we establish together with the Association/Conference, in accepting pastoral leadership we also accept your freedom of expression in the pulpit as it pertains to matters of faith and faithfulness, trusting you to be responsible to the insight of scripture, the work of the Holy Spirit, the traditions of the United Church of Christ, and the contexts in which we live our lives.

REVIEW OF MINISTRY: The church will examine the priorities, visions, stresses, and effectiveness of our congregation's ministries and of your ministry among us every three years at minimum. (Three recommended resources include *Completing the Circle: Reviewing Ministries in the Congregation* by David McMahill, *When Better Isn't Enough: Evaluation Tools for the 21st-Century Ministry* by Jill M. Hudson, and *The Marks of Faithful and Effective Authorized Ministers*.) As an ongoing part of this review, we will negotiate annually with you through our Church Council to update this call agreement, keeping in mind increases in the cost-of-living, possible merit increases in salary, and consequent increases in benefits based on salary and housing.

MEDIATION PROCEDURES: Our church acknowledges that, even as we pledge our faithfulness to God, to one another and to you, there may be times when difficulties within our relationship begin to overwhelm us. In those instances, we covenant with you to seek the support, advice and wisdom of our Association or Conference Minister and our Association Committee on Ministry in order to restore the goodness of our relationship and the goodness that God has placed within it. Either you or the Church Council, representing our congregation, can request a Situational Support Consultation if, in the opinion of either, our ecclesiastical relationships are becoming ineffective or unhealthy.

TERMINATION OF PASTORAL CALL: Our church recognizes that relationships are always changing and that many reasons can lead to a separation. If you desire to terminate this call agreement, you are expected to give 90 days' notice to the Church Council as a professional courtesy and to continue to perform your duties during that time. The Church Council may vote to excuse you by written resolution from further performance of your duties once you have given notice. You will be paid only for the period of time you perform duties.

The church may choose to terminate this agreement by a vote of the Church Council acting on behalf of the congregation (unless alternate procedures are outlined by church constitution and bylaws). Such a termination would not be made lightly or secretly, and we promise to consult with Association/Conference staff and/or to seek outside wisdom and assistance before such a vote.

In cases where ministerial fitness or malfeasance is proven, the Church Council, acting on behalf of the congregation, may immediately terminate this agreement without notice or remuneration.

In mutual witness and agreement, we sign our names on this __ day of _____, 20____:

Moderator/President: _____ Date: _____

Clerk/Secretary: _____ Date: _____

Treasurer: _____ Date: _____

Minister: _____ Date: _____