

# Contracts

## UUCWI Board Policy on Contracts

UUCWI Board Policy

Revised and approved January 10, 2012

Applicable until revoked or amended

Drafted by Roy Bingman and Dave Cauffman

Original policy approved 6/14/04

### Background:

The Congregation employs or receives donated time from persons who perform various professional services, including, but not limited to, the following roles:

- Minister
- Church Administrator
- Choir Director
- CRE Director
- CRE teachers
- Music Director
- Individual musicians
- Sunday presenters, including visiting ministers
- Consultants
- Bookkeeper
- Building and associated contractors and repairmen

### Policy:

UUCWI's policy is to have contracts with paid employees and contractors who provide regular and repeated services in order to assure a mutual understanding regarding *duties, remuneration, payment timing, location, duration, and termination conditions*. Such contracts further provide assurance to both parties of uninterrupted services/engagement. This policy specifies who has hiring authority and also clarifies oversight responsibilities for all professional service roles.

1. All contracts shall be written, signed, and dated, except that verbal contracts may be used for small one-time or single-service agreements limited to less than \$1000 with contractors such as musicians, Sunday presenters and repairmen.
2. Written contracts are not required for in-kind contributions of professional services.
3. Contracts in writing shall be reviewed, at a minimum, by the Treasurer and signed by the Board President. Copies will be provided to the Employee or contractor, person with oversight responsibility, Board members, and Church administrator (for record-keeping).
4. Church practice with respect to contractors and employees shall conform to Internal Revenue Service standards and practice. The Treasurer will determine status as contractor or employee, in accordance with IRS standards. Advice from counsel may be sought.

5. The Board may delegate authority to hire employees or engage contractors. Such authority may be given to officers, chairs, or employees, but generally not to contractors. Current standing delegations are given in Table 1. These may be changed by the board at any time.
6. Rates of pay for services provided by employees and contractors are determined by the persons with hiring authority, considering local market rates for such services.
7. It is the policy of UUCWI to pay local UUA rates to UUA certified speakers and ministers, prorated appropriately for services rendered. (See also Policy on Professional Ministry.)
8. Only the Board has the authority to fire an employee or contractor or terminate a contract before its normal conclusion.
9. The Board will designate an appropriate person for oversight or supervision of each person providing professional services.
  - Table 2 identifies these persons and shall be kept up to date by the Board Vice-President, who will keep the Board informed.
  - Relatives of an employee/contractor, or anyone with a conflict of interest, shall not be given oversight responsibility; an alternate will be identified by the Board.
  - If the person with oversight responsibility is not a Board member, the Board Vice-President will provide liaison to the Board on employment issues.
  - For unpaid positions, the person providing oversight is also authorized to engage volunteers to fill vacancies.
10. Payments shall be made by the Treasurer as authorized by the oversight person. Deductions from salaries, such as for social security taxes, shall be identified for each payment and required tax statements shall be provided to the government and the employee.
11. In order that the congregation's financial records reflect the true cost of operations, the Treasurer shall direct that bookkeeping entries be made to recognize the estimated value of in-kind contributions of professional services both as income and also as expense.
12. Explicit recognition shall be made in contracts if expenses, such as mileage or ferry fares, are to be paid.
13. The Board Policy on CRE Safety contains additional special provisions relating to employment of persons involved in the Congregation's CRE program and care of minors.
14. The Bylaws contain special provisions governing the hiring of a minister, which override this policy if there are conflicts. See also the Board Policy on Professional Ministry.)

A model employment contract is showed in Attachment 1, and may be revised as appropriate.

Table 1: Standing hiring authority for paid employees and contractors:

<u>Employee/Contractor</u>	<u>Authorized hirer</u>
Minister	Congregation
Church Administrator	Vice-President
CRE Director	Vice-President
CRE teachers	CRE Director
Bookkeeper	Treasurer
Individual musicians	Music Director or designee
Sunday presenters, visiting ministers	Worship Committee Chair or designee
Repairmen and contractors	Building and Grounds committee chair or designee

Table 2: Oversight responsibility for persons providing professional services:

<u>Professional Role</u>	<u>Status</u>	<u>Oversight responsibility</u>
Minister	Contractor	President
Church administrator	Employee	Vice-President
Bookkeeper	Contractor	Treasurer
Financial consultant	In-kind	Treasurer*
CRE Director	Employee	Minister
Music Director	In-kind	Music Committee Chair*
Choir Director	In-kind	Music Director*
Special Music Coordinator	Contractor	Music Director
Accompanist	In-kind	Music Director*

\* also has authority to engage volunteers to fill vacancies



Attachment 1: Model Employee Contract of Employment

*The Unitarian Universalist Congregation of Whidbey Island*

20103 State Route 525 • PO Box 1076, Freeland, WA 98249 • (360) 321-8656

**Employment Agreement between the UUCWI  
and xxxxx, Director of Religious Education (DRE)**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into effective the xxth day of xxxx, 20xx, between **Unitarian Universalist Congregation of Whidbey Island**, a Washington corporation (“Employer”), and **xxxxx** (“Employee”).

Employer employs Employee, and Employee accepts employment, upon the terms and conditions set forth in this Agreement.

1. **Job Description and Duties:** Employee is hired to serve as the Director of Religious Education (DRE) of the Employer. The DRE’s responsibilities, skills and tasks are described in the attached Role Description dated xxxx xx, 20xx.
2. **Duration of Agreement:** This agreement shall begin on xxxx xx, 20xx, and shall be renewable annually subject to notice and termination clauses outlined in section four of this agreement.
3. **Compensation:** The DRE shall be paid on a monthly basis at \$xxx/month for 10 months of the year, September through June. It is assumed the work will require approximately 40 hours per month, including teaching a religious education class each Sunday during the time of employer’s weekly service. This compensation may be adjusted annually.
4. **Termination of Agreement:** Termination by Employee must be made by written notice to Employer and must be given at least two (2) weeks in advance of the termination date. Employer may terminate without advance notice.
5. **Background Check:** Employee agrees to allow Employer to request a background check regarding records of criminal history and/or child/adult abuse in accordance with the procedures and services of the Washington State Patrol. Failure to agree to the check and/or an unsatisfactory criminal history report is grounds for immediate termination.
6. **Expense reimbursement:** Supplies are reimbursable upon presentation of appropriate receipts to the UUCWI Treasurer, subject to budget limitations specified by the Treasurer. Advance authorization is required for reimbursement of other expenses, such as off-island travel or training fees. Local on-island travel expenses, and costs of computers, internet, and telephone service are not reimbursed.

\_\_\_\_\_  
xxxxx  
P.O. Box xxx  
xxx, WA 98260  
(360) xxx-xxx

\_\_\_\_\_  
yyyy  
President, Board of Trustees  
Unitarian Universalist Congregation of  
Whidbey Island

Date \_\_\_\_\_

Date \_\_\_\_\_