

# **POLICY MANUAL**

## **First Unitarian Society of Chicago**

May 2018 edition

|   |    |
|---|----|
| MINISTERIAL ISSUES.....   | 2  |
| A. Senior Minister .....  | 2  |
| B. Other Ministers.....   | 2  |
| C. Minister-at-Large .....  | 2  |
| D. Sponsorship of Persons Seeking Fellowship in the Unitarian Universalist Ministry ..... | 3  |
| E. Wedding Officiating .....  | 5  |
| DISRUPTIVE BEHAVIOR .....   | 6  |
| MISREPRESENTATION .....   | 8  |
| REIMBURSEMENT OR PAYMENT OF PROFESSIONAL EXPENSES .....                                   | 10 |
| BEQUESTS.....   | 11 |
| MEMORIAL GIFTS.....   | 12 |
| GIFT ACCEPTANCE.....  | 13 |
| RESTRICTED FUNDS.....   | 21 |
| COUNCILS.....   | 22 |
| Secretary to the Board of Trustees Responsibilities and Duties .....                      | 23 |
| NEW SPACE USE ARRANGEMENTS .....  | 24 |
| Appendix .....  | 25 |
| POLICY, PROCEDURE, PRACTICE .....   | 26 |
| PERSONNEL POLICIES MANUAL .....   | 27 |
| A. Introduction .....   | 27 |
| B. Scope.....   | 27 |
| C. Hiring.....  | 27 |
| D. Employment Terms .....   | 27 |
| E. Non-discrimination .....   | 27 |
| F. Sexual Harassment/Professional Conduct .....   | 28 |
| G. Harassment/Professional Conduct.....   | 28 |
| H. Internet Policy .....  | 28 |
| I. Media Inquiries .....  | 29 |
| J. Confidentiality .....  | 29 |
| K. Outside Employment/Activity.....   | 29 |
| L. Employment of Relatives and Members .....  | 29 |
| M. Initial Review Period .....  | 29 |
| N. Performance Evaluation and Performance Problems .....                                  | 30 |
| O. Personnel Files.....   | 30 |
| P. Job Descriptions .....   | 31 |
| Q. Benefits.....  | 31 |
| R. Other Employer Policies.....   | 33 |
| S. Review .....   | 35 |
| Personnel Manual Acknowledgment Form .....  | 36 |

**MINISTERIAL ISSUES****A. Senior Minister.**

The Senior Minister of the Society is “called”—selected by congregational vote upon recommendation by an elected Search Committee. According to the bylaws, he/she has control of the pulpit and general direction of the religious activities of the Society. The Senior Minister is also the chief administrator of the Society and is an ex officio member of all standing committees. Decisions regarding the use of space in the Society’s buildings are to be coordinated with Senior Minister but are ultimately the responsibility of the Board of Trustees. According to the Society’s Letter of Agreement with the current Senior Minister, she is responsible for the supervision of all staff but may delegate that responsibility where appropriate. She is expected to attend Board meetings on a regular basis and to bring matters of importance to the attention of the Trustees, making recommendations when appropriate. Final decisions in matters of policy remain with the Trustees or the Society.

A Ministerial Relations Committee is chosen by the Trustees to consult with and advise the Senior Minister regarding his or her relations with the Society. According to the current Letter of Agreement, the five members of this committee serve staggered 3-year terms. In September of each year, upon expiration of one or more committee members’ terms, the Senior Minister recommends to the Board of Trustees twice the number of persons eligible to be appointed, and the Board selects its appointments from that list.

**B. Other Ministers.**

Ministers other than the Senior Minister (with the exception of interns and interims) are to be sought and recommended by a special committee or by the Trustees elected at a meeting of the Society. Their titles, responsibilities and terms of service are to be proposed by the recommending body.

Interns and interim ministers (when appropriate) are appointed by the Trustees.

**C. Minister-at-Large.**

Classification of minister-at-large has existed since the mid-1800’s but has not always filled the position. The present minister-at-large, David Arksey, was installed in 1977 by the congregation and is the third person in the history of this Society to hold such a position. The first person to hold such a title was Robert Collyer who held the position in the latter 1800’s. The second person to hold the position was George Sikes.

The unifying principle for this position has been a society-supported, community-based ministry generally focusing on some particular population subgroup. The Minister-at-Large have interpreted such a charge in their own way. Although the financial support for such a ministry has varied widely, and is now zero, the person holding such a position represents the Society in

any of their activities. It is therefore important that the Society remain aware of the actions of the Minister-at-Large.

**D. Sponsorship of Persons Seeking Fellowship in the Unitarian Universalist Ministry.**

(adopted by the Board of Trustees October 8, 1992, and amended September 1993)

The First Unitarian Society of Chicago is willing to sponsor students and other preparing for fellowship as Unitarian Universalist ministers, in accordance with the following guidelines.

1. ELIGIBILITY. Persons receiving sponsorship shall be:

- a) active members or friends of First Unitarian Society of Chicago (regular worshippers, pledgers, and/or continuing participants in at least one other activity of the congregation), or
- b) shall have been active in its religious education program for children and youth.

2. REQUIREMENTS FOR SPONSORSHIP. Persons seeking sponsorship shall:

- a) present their views about the Purposes and Principals of the Unitarian Universalist Association and the Principals of the First Unitarian Society of Chicago<sup>1</sup>,
- b) explain their sense of calling to the Unitarian Universalist ministry,
- c) agree to fulfill the responsibilities of sponsees that are set forth in these guidelines, and
- d) bear the responsibility of obtaining any forms needed to certify the proposed sponsorship.

3. APPLICATION FOR SPONSORSHIP

- a) Persons seeking sponsorship shall be provided with a written copy of this policy and its guidelines. They shall return to the Trustees a written request for sponsorship, accompanied by materials that demonstrate eligibility and fulfill the requirement set forth above. The application shall also include the written recommendation of at least one voting member of this congregation.
- b) Upon receipt of the application, an ad hoc committee appointed by the Board of Trustees shall evaluate the application and recommend action to the Trustees. The committee shall consist of lay members who are not on the board, faculty, staff, or student body of the theological school. The senior minister shall be a member ex officio of this committee; the director or minister of religious education or the associate minister and/or minister-at-large also shall be members ex officio of

---

<sup>1</sup> Persons seeking sponsorship must show thoughtful familiarity with these important documents wherein the character of our denominational and congregation are expressed. However, the content of their views may differ substantially with the content or even the existence of these documents. For example, some Unitarian Universalists may believe that a statement of Purpose and Principles constitutes a kind of creed, and hence is inappropriate for a non-creedal religion

committees considering applications of those pursuing ministries of religious education or community ministries, as appropriate.

- c) The committee may require that the person seeking sponsorship complete the Career Assessment Program or otherwise demonstrated the capacity to become a good minister before the committee makes a recommendation to the Trustees.
- d) Applications received between September 1 and April 1 will be decided within three months; those received after April 1 will be decided within five months.

#### 4. APPROVAL AND WITHDRAWAL OF SPONSORSHIP

- a) On the report of the ad hoc committee that reviewed an application for sponsorship the Trustees may (1) reject the application or (2) recommend its acceptance by the congregation, which has sole authority to approve sponsorship.
- b) Upon evidence that a person sponsored by the congregation has failed to fulfill requirements or responsibilities set forth in these guidelines, the Trustees may recommend to the congregation that it withdraw its sponsorship. Should the congregation vote to withdraw sponsorship, the Secretary shall report this action to the UUA Department on Ministry and to the theological school, if any, where the sponsoree enrolled.

#### 5. CONGREGATIONAL RESPONSIBILITIES. For persons it sponsors in their preparation for fellowship in the Unitarian Universalist ministry, First Unitarian Society of Chicago shall:

- a) provide opportunities to participate as a lay person in worship; religious education; congregational stewardship, action, and/or program; and denominational affairs;
- b) permit the sponsoree to request financial assistance from the congregation and its members<sup>2</sup>;
- c) encourage appropriate ministers and staff of the congregation to provide advice and counsel; and
- d) certify its sponsorship to the UUA Department on Ministry and theological school, if any, where the sponsoree is enrolled.

#### 6. ROLES OF THE SENIOR MINISTER. The Senior Minister is encouraged to:

- a) assist the ad hoc committee to assess the capacity of each applicant to become a good UU minister,
- b) provide advice and counsel to members considering the ministry and to those being sponsored by the congregation, and
- c) provide opportunities for participation in worship to those being sponsored by the congregation.

#### 7. RESPONSIBILITIES OF SPONSOREES. Persons sponsored by this congregation shall:

---

<sup>2</sup> The Congregation does not usually approve financial assistance to those it sponsors, and must place its ongoing financial commitments before the financial need of those seeking its assistance.

- a) actively participate in worship and other congregational activities for at least two years, if they have not already done so as adults, by the time they are considered for fellowship by the UU Ministerial Fellowship Committee,
- b) report in the church newsletter on a regular basis, but at least twice each school year, on their progress in their preparation for the UU Ministry; and
- c) promptly notify the Trustees, and return contributed by or through the congregation and not yet spent for its intended purpose, if their pursuit of UU ministerial fellowship ends or is suspended.

8. MINISTERIAL INTERNSHIPS. The congregation recommends, but does not require, that those it sponsors undertake their ministerial internships elsewhere.

9. ORDINATION. Those sponsored by this congregation are welcome to seek to be ordained here, but the decision to sponsor and that to ordain are separate; the former does not assure the latter.

#### **E. Wedding Officiating.**

In the state of Illinois, a person may be sanctioned by a recognized church to perform weddings. The state apparently has no other requirements in this area and leaves the decisions at each congregation's discretion. Because of our proximity and association with Meadville Lombard Theological School, we often are asked to sanction ministerial students to perform weddings in the state of Illinois. Out of discussion of such request, in April 1992, a set of guidelines were approved to be applied to future requests.

A person sanctioned by the First Unitarian Society of Chicago should meet the following criteria:

- 1) A third year (or greater) divinity student in good standing. (A second-year student may be approved as a special case if the end of the second year is near.)
- 2) The recommendation of First U's senior minister is required.
- 3) No more than two persons may be sanctioned to performed weddings in any one calendar year.

**DISRUPTIVE BEHAVIOR**

While openness to a wide variety of individuals is one of the prime values held by our congregation and expressed in our denomination's purposes and principles, we affirm the belief that our congregation must maintain a secure atmosphere where such openness can exist: both for those on its physical property or participating in church activities elsewhere and, by its public presence and impact, for those who might be drawn to it. When any person's physical and/or emotional well-being or freedom to safely express his or her beliefs or opinions are threatened, the source of this threat must be addressed firmly and promptly, even if this ultimately requires the expulsion of the offending person or persons.

Disruptive behavior by an individual may lead to concerns about one or more of the following:

1. Perceived compromises of the safety or well-being of an adult or child, including but not limited to bullying, intimidation, and physical harm;
2. Disruption of church activities;
3. Disruption by an individual affiliated with the congregation of activities of an organization to which the congregation belongs;
4. Disruption of public events where the individual is a representative of or otherwise identifiable with the congregation;
5. Diminishment of the appeal of the church to its potential and existing membership, staff, and/or space users.

Therefore, the following shall be policy of the First Unitarian Society of Chicago with regard to disruptive behavior by an individual or individuals:

If an **immediate response** to such behavior is required, the Minister(s), if available, and/or the leader of the group involved will undertake it and, afterward, promptly notify church leadership. This response may include asking the offending person or persons to leave, or suspending the meeting or activity until it can be resumed safely. If further assistance is required, the Police Department may be called. As soon as possible, the leader(s) involved will notify the Minister(s) and the President and Vice President. This group, in consultation with at least one additional representative from the Board of Trustees, will determine what steps must be taken before the offending person or persons may return to the activities involved. A letter detailing these steps will be sent by this group to the offending party.

Situations **not** requiring immediate response will be referred to a committee consisting the Senior Minister(s), the President and Vice President, and at least one additional representative from the Board of Trustees, along with people deemed by the Board of Trustees to be appropriate for dealing with the situation.

The committee will respond in terms of their own judgment, observing the following:

- a) The committee will respond to problems as they arise. There will be no attempt to define "acceptable" behavior in advance.
- b) The committee and the Board will deal with anyone identified as disruptive as an individual and will actively avoid stereotypic assumptions that might seem to apply to that person.

- c) The committee is responsible for collecting all necessary information.
- d) In evaluating the problem, the committee will consider the following points:
  - i. DANGER—Is the individual the source of a threat or perceived threat to persons or property?
  - ii. DISRUPTION—How much interference with church functions is occurring?
  - iii. OFFENSIVE—How likely is it that the disruptive behavior will drive or keep prospective or existing members, staff, and/or space users away?
  - iv. DIMINUTION—How likely is the disruptive behavior to substantially diminish the reputation of the congregation in its denomination, in other organizations it has joined, and in the wider community?
- e) To determine the necessary response, the following points will be considered:
  - i. CAUSES—Why is the disruption occurring: is it a conflict between the individual and others in the church? Is it due to a professionally diagnosed condition?
  - ii. HISTORY—What is the frequency and degree of disruption in the individual's past?
  - iii. PROBABILITY OF CHANGE—How likely is it that the problem behavior will diminish in the future?
- f) The committee will decide on the necessary response on a case-by-case basis, normally using the following progressing stages. If the issue is not remediated at one stage, then it will be addressed using the next higher stage.
  - i. LEVEL ONE—The committee shall meet with the person and other related parties to communicate the concern about the disruptive behavior, and will summarize the meeting in writing for the individual and the Board.
  - ii. LEVEL TWO—After consultation with the full Board of Trustees, the committee may determine that the offending individual should be excluded from the church and/or specific church activities for a limited period of time. If so, it will share with the individual its clearly written reasons for its decision, the scope and duration of the exclusion, and the conditions of return.
  - iii. LEVEL THREE—After consultation with and approval by the Board of Trustees, the offending individual may be permanently excluded from the church premises and all church activities. Notification of such a decision will be made in writing, and will explain the individual's rights and possible recourse.

The committee may not abbreviate this progressive, three-stage response without the advance consent of the Board of Trustees, and only on specific grounds that justify such urgency, or if the real possibility of violence exists unless swift action is taken.
- g) Any action taken under item (f) above may be appealed in writing to the Board of Trustees.

The First Unitarian Society of Chicago strives to be an inclusive community, affirming our differences in belief, opinions and life experiences. However, concern for the safety and well-being of the congregation as a whole must be given priority over the privileges and inclusion of the individual. To the degree the disruptive behavior compromises the health of the congregation, our actions as people of faith must reflect this emphasis on security.

*Originally adopted during the 1980s; revised November 16, 2017.*

**MISREPRESENTATION**

Individuals may represent themselves as holding responsible positions of First Unitarian Church of Chicago only if they actually hold those positions. These positions include but are not limited to called and contract ministers, duly hired staff members, elected and duly appointed officials, and elected and duly appointed delegates of the congregation.

Misrepresentation may be intentional or unintentional. It can occur in many ways, including but not limited to the following examples:

- A written or spoken self-identification or self-description by any person that falsely includes any of the above positions.
- The failure by any person to promptly correct a written or spoken identification about themselves that falsely includes any of the above positions.
- The failure by any person to mention pertinent information needed for understanding their actual relationship with the congregation (if any). (For example, some congregations in other denominations have voluntary positions called “lay minister” for members who assist in serving communion. For such a person to claim to be a “minister,” omitting “lay,” would be a case of misrepresentation.)
- Behavior by any person that is likely to lead others to mistakenly think that the person holds any of the above positions, without immediate action to correct that mistaken impression.

The aims of the Board of Trustees in adopting this policy are

- Rebuilding right relationship between an offending person and the congregation, while
- Promptly halting potential and actual damage to the congregation and/or its reputation due to an act of misrepresentation.

Intentionality is an important element of misrepresentation as addressed by this policy, which is not intended to address honest mistakes. Nonetheless, even honest mistakes must be addressed promptly, either by the persons who make them or by leadership of the congregation when such an incident is brought to its attention.

**Implementation**

A three-person ad hoc committee appointed by the Board of Trustees will investigate each allegation of misrepresentation. Its investigation will include a meeting or other conversation with the person who was alleged to have misrepresented themselves, unless that person refuses to participate. The committee will notify the Board, the ministers, the Director of Operations, and the offending person of its findings as soon as possible, and not later than three months after the alleged misrepresentation becomes known to the Board of Trustees.



Any person whom the committee finds has intentionally misrepresented their position in the church becomes ineligible to serve in any of the positions listed above for two years after the first offense and for ten years after the second offense. During periods of ineligibility, members of the Board, the minister(s), and/or others affected by the misrepresentation will work with the offending person to rebuild right relationship between them unless the person is unwilling to do so. After the third offense the person will be permanently barred from church premises and their membership in the congregation will be terminated.

This policy does not constrain the congregation or other entities from pursuing additional remedies, such as legal action in the event of fiduciary misconduct.

*Adopted December 21, 2017*

**REIMBURSEMENT OR PAYMENT OF PROFESSIONAL EXPENSES**

For professional expenses, the following definitions and practices are proposed:

**1. Qualifying Professional Expenses**

Professional expenses include:

- dues to professional organizations
- books, magazines, supplies, ecclesiastical garb, and other items used professionally
- expenses related to attendance at denominational or professional meetings
- meals and lodging for such meeting when the individual must be away overnight
- entertaining in either the professional's home or elsewhere relating to church business
- expenses for conference and colleagues
- remuneration per mile for car expense necessary to professional activity if a daily log of all auto travel is kept plus cost of parking and tolls
- tuition and related expense for courses undertaken for professional development
- telephone toll charges and profession-related calls

**2. Payments and Documentation**

On request, conference registrations for a staff member may be paid directly by the church out of that staff member's professional expense line item. Documentation must be provided for all expenses, whether they are to be reimbursed or paid for via the church's charge account. The documentation must state the purchase or expenditure date and the purpose of the expenditure. For example, a person might purchase books needed for one's

work; the documentation need only say so. Entertainment receipts, such as for meals relating to church business, should state the names of the individuals/committee involved.

**3. Use of the Church Charge Account**

Professional expenses may be charged to the church charge account with proper documentation submitted in a timely manner. Charges on the church account that are not adequately documented are to be billed to the staff member involved.

**4. Overspending**

Expenses are to be charged to the fiscal year in which they are incurred. Professional expenses in excess of the amount budgeted for a given fiscal year are the responsibility of the staff member unless approved by the Board.

**BEQUESTS****Bequests with Specified Purposes.**

When bequests are given with a specific purpose, the First Unitarian Church Board of Trustees must determine whether the church is willing to accept the bequest for that purpose. The Board's decision regarding such matters should be communicated to the estate's executor.

**Bequests with No Purpose Specified.**

From time to time, members of our church community who have died have left bequests with no purpose specified. The use of such bequests in recent years has been determined by the Board of Trustees on recommendation of the Treasurer. [For example, a \$4,000 gift from Dorothy Hopkins Schaad was used to reduce an operating deficit. Two bequests of \$5,000 each were used to help pay the loan for steeple repair.]

The Finance Committee recommends the following policy for determining the use of such bequests.

1. Any documents regarding bequests should be given to the Treasurer. If a minister learns that a bequest is forthcoming, the minister should notify the Treasurer with as much detail as possible.
2. On notice that a bequest has been received, the Treasurer notifies the Board of Trustees of the receipt, and recommends where the funds might best be used. Any funds received are deposited in the church checking account while disposition is being considered. Uses of the funds might be among the following:
  - a) addition to operating funds;
  - b) set aside for some special purpose with restrictions carefully spelled out in detail;
  - c) added to the Unrestricted Endowment;
  - d) added to the Permanent Endowment.
3. If a balance is owed on the deceased's pledge for the current year, the Treasurer writes to the estate's executor, inviting payment of that pledge as an outstanding obligation so that the bequest can remain intact as was intended. If the executor does not choose to honor the obligation, funds from the bequest may be applied to the pledge first before other uses are considered.

**MEMORIAL GIFTS**

From time to time, families of members of our church community who have died have specified that in lieu of flowers, memorial gifts may be given to First Unitarian Church. As a rule, the purposes for which such gifts may be used is not specified. (When a purpose is specified, there is no need for a policy.) The procedure to be followed is:

1. The Treasurer/Assistant Treasurer deposits the check(s) in the bank.
2. The Treasurer/Financial Secretary enters the deposit in the computer finance program, noting specifically in whose memory the gift is given and by whom so that the church may notify the deceased's family of the gift and the donor(s). The gift should be credited to "Other contributions/Memorials" with the appropriate line item number.
3. The Administrator writes to the deceased's family informing them of the gift and gives copy of the communication to the Treasurer. (If there are several, all may be acknowledged at once.)

If the Board wishes to restrict the use of such gifts to certain purposes, it must determine the policy and guidelines to be used.

## **GIFT ACCEPTANCE**

### **Policy Statement**

First Unitarian Society of Chicago and its governing body, the Board of Trustees, strongly encourage the solicitation and acceptance of gifts that enable it to fulfill its mission and raise capital funds for the restoration of its buildings. Our mission is fostering community through love, spiritual growth, and social justice. For a congregation dedicated to these goals, major gifts are essential to our survival and continued development.

First Unitarian Society of Chicago values and protects its mission and organizational integrity. Gifts that may expose First Unitarian Society of Chicago to adverse publicity, require expenditures beyond its resources, or involve it in unexpected responsibilities because of their sources, conditions or purpose shall not be accepted.

The most useful gifts are those with the fewest possible restrictions. Unrestricted funds allow First Unitarian Society of Chicago to address its most pressing needs.

This policy is designed to facilitate the gift-giving process by providing guidance to the First Unitarian Society of Chicago's congregation and the general public. First Unitarian Society of Chicago and its Board of Trustees do not intend to stifle philanthropic creativity. Therefore, this policy may be interpreted liberally so that our congregation members may enjoy the greatest freedom possible in formulating their gifts.

### **Special Gift Considerations during the First Unitarian Society of Chicago Capital Campaign and Annual Fund Drive**

First Unitarian Society of Chicago will honor the intentions of its members on all gifts received.

Separate accounts and reporting systems will be established to steward gifts for the specific intentions and purposes they were intended. All gifts received for the Capital Campaign will be used as the donor intended in support of capital building repairs and restoration.

Material/in-kind contributions toward the Capital Campaign will be valued at the fair market value of the specific goods or services provided. The fair market value of these gifts is determined jointly by the donor and First Unitarian Society of Chicago (while keeping with the rules and regulations outlined in Publication 526 of the IRS Charitable Contributions Policy) after which a letter and receipt of the contribution will be provided to the donor by First Unitarian Society of Chicago.

### **Methods of Giving**

Many types of assets may be used to provide gifts to First Unitarian Society of Chicago. A variety of methods of current or deferred giving allows donors to choose the most appropriate means to best fit their personal interests and circumstances.

**Restricted and/or Unrestricted gifts**

The Campaign Leadership Team and the Board of Trustees of First Unitarian Society of Chicago must approve any restricted gifts bearing individuals' names or otherwise rendered discrete from unrestricted funds.

First Unitarian Society of Chicago is willing to work with church members on the terms and conditions of restricted gifts, provided they support authorized First Unitarian Society of Chicago capital projects.

Because conditions change over time, all Capital Campaign gifts should contain the following contingency clause or comparable language:

*In the opinion of the Board of Trustees of First Unitarian Society of Chicago, if all or part of the donor's gift cannot be applied in strict conformance with purposes previously stated, such funds may be used for other appropriate purposes as nearly aligned to the original intent of the donor as possible within the authorized powers of First Unitarian Society of Chicago.*

**Outright Gifts**

Outright gifts are those placed at the immediate disposal of First Unitarian Society of Chicago and in which the donor retains no interest. Gifts that are donated to First Unitarian Society of Chicago without any expressed limitation placed upon them will be credited to the First Unitarian Society of Chicago unrestricted fund accounts.

**Gift Agreement**

Whenever a gift fund is set up, a written gift agreement (letter of intent or pledge card) will be created. The agreement will set out the donor's specific criteria for how First Unitarian Society of Chicago will receive and utilize the donor's gift. This will ensure that the gift will always be used exactly as the donor intended. This also may set out provisions for alternative uses should it become impossible or impractical for First Unitarian Society of Chicago to carry out the donor's original intention.

**Cash Gifts**

The most common type of gift is the gift of cash. The most frequent method used to make a gift to First Unitarian Society of Chicago is a personal check. Checks should be made payable to First Unitarian Society of Chicago Capital Campaign and mailed or delivered to:

Director of Operations or  
Vice Chair of Stewardship, Evelyn Johnson  
First Unitarian Society of Chicago 5650 S. Woodlawn Ave.  
Chicago, Illinois, 60537

The date on the check is the gift date for cash gifts mailed to First Unitarian Society of Chicago.

**Pledges**

Pledges are promises to contribute amounts specified by donors. Campaign pledges may be one-year to three-year commitments. Pledges are expected to be fulfilled with contributions of cash or stock.

**Credit Cards**

First Unitarian Society of Chicago accepts credit card payments. A list of currently accepted cards is available from the Director of Operations. For gifts made by credit card, the date the charge is accepted for processing by First Unitarian Society of Chicago is the applicable date of the gift. Processing of all Campaign credit card transactions will transmit through the approved First Unitarian Church of Chicago vendor, which is the name that will appear on donor's credit card statements. The effective amount of each credit card transaction is the face value of the transaction minus the vendor's processing fee.

**Gifts of Securities**

Gifts of Securities can provide even greater tax benefits than a cash gift of equal value. Donors may take a charitable deduction for the full fair market value of the property, while avoiding capital gains taxes.

A gift of appreciated property is considered made on the day the transfer is completed. Please contact First Unitarian Society of Chicago Director of Operations for specific instructions.

Features and Benefits of this type of gift:

- Opportunity to make a substantial gift to First Unitarian Society of Chicago Capital Campaign and Annual Fund Drive
- Charitable income tax deduction for donor
- First Unitarian Society of Chicago can make immediate use of the donor's gift
- Donor avoids capital gains tax

**Publicly-Traded Securities**

These securities are regularly traded on a public exchange. The value of the gift will be the mean average of the highest and lowest selling prices quoted for the security on the day of the gift, as described below in "Methods of Delivery."

**Methods of Delivery**

A broker may deposit the certificates at the broker used by First Unitarian Society of Chicago (name available from the Director of Operations), where securities will be held in "street name" and which may facilitate gifts of securities held in certificate form. The church's broker operates a book-entry system that facilitates timely and accurate delivery of securities and automatically credits income to the account on the payable date. When the donor is ready to donate the securities, the donor has their broker instruct the broker used by First Unitarian Society of

Chicago to electronically transfer the securities to an account for First Unitarian Society of Chicago. The date of gift for a gift of securities so transferred shall be the date such securities are irrevocably transferred from the donor's account. Instructions for this method of transfer may be obtained from the Director of Operations of First Unitarian Society of Chicago.

Gifts of securities may also be made by sending the certificates and an executed stock power for each separate issue of stock or bond to First Unitarian Society of Chicago Director of Operations. Donors should obtain a stock power from their banker or broker, sign their name exactly as it appears on the certificate(s), and have their signature guaranteed by the banker or broker. The stock power and a letter of instruction should be mailed to First Unitarian Society of Chicago Director of Operations under separate cover from the certificate(s). First Unitarian Society of Chicago should be designated as the transferee on the certificate(s), stock power or related instruments of transfer. The certificates should be sent registered mail, return receipt requested, to the Director of Operations. Unendorsed certificates are non-negotiable. The postmark date on the stock power will be used as the date when the certificate and stock power are mailed under separate cover. The value of the gift will be the mean average of the highest and lowest selling prices quoted for the security on the gift date.

If securities are hand-delivered to First Unitarian Society of Chicago, the value of the gift will be the mean average of the highest and lowest selling prices quoted for the security on the gift date. Donors should endorse certificates only upon delivery to First Unitarian Society of Chicago. For securities that are hand-delivered, the gift date is the day the securities are delivered to First Unitarian Society of Chicago.

### **Non-Cash Gifts**

In-Kind Campaign contributions are gifts of materials or services. When First Unitarian Society of Chicago receives a gift of materials or services (e.g., building materials, equipment), or a gift of individual or corporate services (e.g., advertising, printing, installation, etc.) and the value of that gift is determined to be less than \$5,000, the gift is processed as a non-cash gift and is considered restricted in nature. First Unitarian Society of Chicago does not issue a receipt showing the cash value of such gifts, but acknowledges receipt of the services.

In-kind contributions that cover expenses in the Campaign budget may be used to fulfill pledges to First Unitarian Society of Chicago. Such a contribution is acknowledged as payment toward the pledged amount.

For any gift-in-kind with an apparent value in excess of \$5,000, the gift is considered restricted, and First Unitarian Society of Chicago is required to sign the Form 8283 which must be filed by the donor with the Internal Revenue Service; it is important for First Unitarian Society of Chicago to retain a copy of the signed and executed Form 8283.

For tax purposes, gifts in-kind must be valued by the donor.



## **Planned Giving**

Planned gifts may either be deferred or outright. Such gifts may involve the transfer of substantial assets that affect the distribution of the donor's estate. These gifts do not immediately confer ownership on First Unitarian Society of Chicago. First Unitarian Society of Chicago will not serve as the trustee of any deferred gift that requires the appointment of a fiduciary.

The acceptable methods of creating deferred gifts to First Unitarian Society of Chicago are described below. All discretion regarding the terms and acceptance of such gifts shall reside with the Executive Committee of the First Unitarian Society of Chicago Board of Trustees.

### Bequests in a Will

A bequest is a gift of any amount in any form made to First Unitarian Society of Chicago in a donor's will. Bequests may provide for a specific dollar amount in cash, specific securities, specific articles of tangible personal property, or a percent of the residue of an individual's estate.

Bequests may be given as unrestricted or restricted gifts. Unrestricted bequests are used for the general purpose of First Unitarian Society of Chicago and can be applied to current needs. Count bequests only when actually received.

Donors may also establish, by will, an annuity trust or unitrust. The bequest can be arranged so as to provide continuing payments to one or more designated beneficiaries by directing that the bequest be used to establish a charitable remainder annuity trust or a charitable remainder unitrust. If such a gift is made by will, the principal will pass to First Unitarian Society of Chicago at a future date upon termination of the trust.

### Charitable Gift Annuities

A donor creates a charitable gift annuity by transferring cash or property to First Unitarian Society of Chicago, and in exchange, receives a promise from First Unitarian Society of Chicago to pay the donor or other person a specific annuity. The value of the annuity is less than the value of the transferred property. The difference is treated as a gift to First Unitarian Society of Chicago.

Because charitable gift annuities confer a contractual obligation to First Unitarian Society of Chicago and involve administrative costs, the following guidelines apply:

- Gift annuity contracts may be entered into in exchange for cash or readily marketable securities. Because it may take a considerable time to liquidate assets, such assets will normally not be accepted in exchange for a gift annuity. Because of the expense involved in the administration of gift annuities, a minimum of \$20,000 is required to establish a gift annuity. The age limit for establishing a gift annuity is age sixty (60) or older. Normally, First Unitarian Society of Chicago will use the most recently published

suggested rates by the American Council on Gift Annuities. However, lower rates (but not higher rates) may be considered upon request by a prospective donor.

#### Charitable Remainder Unitrust

The primary feature of a charitable remainder unitrust is that it provides for periodic payments to the donor, or other person specified by the donor, for life or a specified term of years, after which the trust assets pass to First Unitarian Society of Chicago.

During the lifetime of the donor, he or she creates a formal trust agreement under which assets such as cash or appreciated securities are irrevocably transferred to a trustee who then makes periodic payments to the donor, or a person specified by the donor, for life or a specified term of years, not to exceed twenty.

During the term of the trust, the trust assets are managed and invested by the trustee as a single fund. The donor cannot borrow or otherwise deal with the trust assets. The designated beneficiary receives payments based on a fixed percentage of the fair market value of the trust as valued annually. The donor determines the fixed percentage, which may not be less than five percent, upon creation of the unitrust. Donors may make subsequent additions to the unitrust during their lifetime or by bequest upon death.

#### Charitable Remainder Annuity Trust

The annuity trust shares many common features with the unitrust, the principle difference being the manner used to calculate the payment to the current beneficiary. Whereas the unitrust provides a payout that varies with each annual valuation, the annuity trust provides for fixed payments based on the fair market value of the date the trust is established. Another difference is that additional contributions cannot be made to an annuity trust.

During his or her lifetime the donor irrevocably transfers assets to a trustee, who pays the donor, or a person specified by the donor, a fixed dollar amount annually for life or a specified term of years, not to exceed twenty. The trust can also provide payments to the donor's survivors for life. The remaining trust assets become the property of First Unitarian Society of Chicago upon termination of the trust.

#### Charitable Lead Trust

The primary feature of a charitable lead trust is that it provides for the immediate support of First Unitarian Society of Chicago through payments from assets in a trust for a period of time, after which assets pass to a non-charitable beneficiary such as the donor, the donor's children, or other persons the donor specifies. Thus, a charitable lead trust is conceptually the opposite of a charitable remainder trust. In a lead trust, the donor gives First Unitarian Society of Chicago the current economic benefit of the transferred assets and retains, or gives to another non-charitable beneficiary, the right to possession and control of the assets at a future date.

During his or her lifetime, the donor creates an irrevocable trust to take effect during or following the donor's lifetime. Assets are transferred to a trustee with the stipulation that

payments be made to First Unitarian Society of Chicago for the term of the trust, after which the principal of the trust passes back to the donor or to others of his or her choosing.

A lead trust may be advantageous for donors who have greater financial resources than they currently need and who desire to transfer assets to heirs in a tax-efficient manner.

### **Gifts of Life Insurance**

Life insurance can be the medium for giving funds to First Unitarian Society of Chicago. With it, the donor can make a substantial gift for a modest outlay. For instance, a donor may irrevocably assign to First Unitarian Society of Chicago an existing life insurance policy that is no longer needed for family protection, making First Unitarian Society of Chicago both the owner and the beneficiary of the policy. If the donor does not choose to pay the insurance premiums, First Unitarian Society of Chicago may elect to:

- Continue paying the premiums and receive the full value of the policy upon the donor's death.
- Convert the policy to paid-up insurance in a reduced amount with no further payments
- Surrender the policy for its present cash value.

Before contributing gifts of life insurance to First Unitarian Society of Chicago, donors should consult with the Director of Operations to ensure that their gift will be consistent with the policies and needs of First Unitarian Society of Chicago.

### **Unacceptable Gifts**

The First Unitarian Society of Chicago Board of Trustees makes the final decision about acceptance of gifts that may be deemed to fall outside of established policy guidelines. First Unitarian Society of Chicago is not required to accept any charitable gifts or contributions, particularly those which:

1. Are designated with restrictions that fall significantly outside the congregation's mission and program priorities.
2. May cost the congregation money and or provide a liability or potential penalty of any kind.
3. Have conditions that are not in the best interest of First Unitarian Society of Chicago, or those that fall outside ethical boundaries.
4. Are not able to be liquidated into cash in a reasonable amount of time.

### **Interpretation of Gift Acceptance Policies**

The Director of Operations is assisted in the interpretation and implementation of these guidelines by the President of the Congregation, Treasurer, Finance Committee, and Executive Committee. Other Trustees may be consulted at the Executive Committee's discretion. Advice

may be sought from First Unitarian Society of Chicago's auditors. The Executive Committee's role is to approve gift agreements and the acceptance of gifts that deviate from these policies.

### **Confidentiality**

First Unitarian Society of Chicago recognizes that it is in a position of trust with the donor, and that the donor has placed trust in the organization concerning confidentiality. Therefore, all donor information, correspondence and governing instruments are kept in a secure place, which is accessible to individuals with approval of one of the following: the Senior Minister or Co-Ministers, and the Director of Operations. It is known throughout First Unitarian Society of Chicago that this is confidential information.

### **Gift Acknowledgement Policies**

First Unitarian Society of Chicago is in full compliance with IRS laws and it is the policy of the organization to provide an acknowledgement for all gifts regardless of the size.

### **Policy for Thanking Donors**

In addition to processing all gifts and generating gift receipts, the Director of Operations is also responsible for thanking donors for their gifts in a timely manner. This acknowledgement includes the official gift receipt. First Unitarian Society of Chicago has established internal procedures for thanking donors for their contribution including information on who signs the letter, what type of acknowledgement letter is sent, what letters are kept in permanent files, etc.

### **Final Approval, Acceptance and Execution by First Unitarian Society of Chicago**

Documents effectuating acceptance of the non-marketable securities, planned gifts, endowment funds or in-kind gifts valued at more than \$10,000 to First Unitarian Society of Chicago must be approved by the Board of Trustees of the First Unitarian Society of Chicago and executed by the President or Director of Operations. Documents should be executed in duplicate and one original sent to the donor and one retained in the Director of Operations.

### **Donor Legal Representation**

In any discussions with a potential donor, First Unitarian Society of Chicago and its agents will always encourage potential donors to seek the professional advice of the donor's own legal and financial counsel as to the structure and personal or financial implications of a gift. Such counsel should be independent from First Unitarian Society of Chicago. If the potential donor lacks access to counsel, First Unitarian Society of Chicago may refer the donor to a person or persons to consult for such advice.

*Adopted May 17, 2018 incorporating most provisions of the previous policy adopted November 17, 2016 and revised February 16, 2017.*

## **RESTRICTED FUNDS**

Who may set up a restricted fund?

- The Treasurer in response to a request from the Board of Trustees or other established body within the church.

Who is authorized to disburse restricted funds?

- At the time a restricted fund is set up, authority to approve invoices and payments must be established in writing. Such authority must be renewed annually.

Who may terminate a restricted fund?

- At the end of each fiscal year, the Treasurer will consult the establishing body whether a restricted fund is to be carried to the next fiscal year. If the restricted fund is no longer needed, remaining balances are to be transferred to operating funds.

May separate restricted funds be combined into one fund?

- The Treasurer at his/her discretion may combine several small restricted funds into one but continue to keep track of the subfunds within the combined whole.

**COUNCILS****Program Council**

- a. The area of concern of the Program Council shall be coordination of programs throughout the Society.
- b. The Program Council shall consist of a regular designee from each committee or organization dealing with program, including the Councils of the Society. The Senior Minister, the Minister for and/or the Director of Religious Education, and directors of associated programs shall be ex officio members.
- c. The Program Council Chair shall be a member of the Society elected by the Society to serve no more than three consecutive one-year terms.

**Religious Education Council**

- a. The area of concern of the Religious Education Council shall be religious education in the Society. The Council shall oversee the religious education program.
- b. The Religious Education Council shall consist of a regular representative of each of the committees affiliated with it and interested members and friends of the Society. The Senior Minister, the Minister for and/or the Director of Religious Education, and one Trustee appointed by the Trustees shall serve as ex officio members.
- c. The Religious Education Council Chair shall be a member of the Society elected by the Society and may serve no more than three consecutive one-year terms. The Religious Education Council shall have the power to fill a vacancy in the Religious Education Council Chair until the next Annual Meeting of the Society.

**Social Justice Council**

- a. The area of concern of the Social Justice Council shall be social justice concerns of the Society.
- b. The Social Justice Council shall consist of a regular representative of each of the committees (often called task forces) affiliated with it and interested members and friends of the Society. The Senior Minister, any other minister of the Society charged with responsibilities regarding social justice, and one Trustee appointed by the Trustees shall serve as ex officio members.
- c. The Social Justice Council Chair shall be a member of the Society elected by the Society and may serve no more than three consecutive one-year terms. The Social Justice Council shall have the power to fill a vacancy in the Social Justice Council Chair until the next Annual Meeting of the Society.

Refer to Article VII of the Bylaws for provisions governing all councils and the committees and other groups that fall under their purview.

*Adopted May 17, 2018 (essentially a transfer of content from the Bylaws, whose amendment on May 20, 2018 included removal of this material)*

**Secretary to the Board of Trustees Responsibilities and Duties, June 13, 1994**

The Secretary to the Board of Trustees of the First Unitarian Church of Chicago is a Board-appointed position. The position is one of significant responsibility since the efficient and accurate execution of the office is necessary for the Board to carry out its prescribed duties.

The Secretary shall serve for a period of one year. That year shall correspond to the church fiscal year and Board year with begins on July 1. A Secretary serves at the pleasure of the Board and may be reappointed without limit should the Board and the Secretary so wish.

Responsibilities of the Secretary are:

- to attend all Board meetings both regular and special to create an accurate record of minutes of the business carried out by the Board during those meetings;
- to submit to the Board for its review and approval of the minutes of the previous meeting and to incorporate any changes in those meeting voted as corrections to the submitted report;
- to file a copy of the approved minutes of all meetings in the Society's office file and to include in those records any documents submitted and accepted by the Board as a part of the discussion of agenda topics. Copies of all approved documents such as contracts, letters of agreement, investment records, etc. shall be part of such Board records;
- to be responsible for the timely distribution of information relevant to upcoming meetings such as the meeting agenda and supporting documents which may relevant to agenda topics;
- to be responsible for the notification of Board members of special meetings;
- to assist in the polling of Board members when emergency decisions are required;
- to handle correspondence at the request of the Board, including greetings bestowed by the congregation at its Annual Meeting upon past ministers and others.

**NEW SPACE USE ARRANGEMENTS**

Policy: To have a consistent and clear process for addressing potential groups interested in sharing our space(s).

Accountability: The final decision about whether to develop a space use agreement with a particular organization would fall to the Board. The information gathering and recommendation would come through the Property Committee.

Procedure:

1. Initial contact about interest in sharing some of our space may go through the Church Administrator, real estate professional, or members/friends of the congregation.
2. One person of the Property Committee would be identified as the point person for potential space use sharers with the goal of moving proposals through the process efficiently and fairly.
3. If during the preliminary conversation it seems that it makes sense to pursue a possible space sharing relationship, preliminary information would be gathered which is listed in the Appendix.
4. If those seem appropriate, then it would be referred to the Diligence Team, an ad hoc group under Property Committee, for review. This team would be charged with gathering information about the group with a focus on the financial viability of the proposal which is outlined in the Appendix (see following page).
5. The Diligence team would review this and other information deemed appropriate to make a determination on whether the group seems financially and organizationally able to meet the proposed obligations. A recommendation would be made to the Property Committee.
6. The Property Committee in combination with other stakeholders would assess the proposal additionally from additional perspectives including items listed in the Appendix.
7. Taking all this information into account, the Property Committee would make a report and recommendation to the Board about whether to enter into negotiations for a space-sharing arrangement.
8. The Board would vote on the recommendation.

*Adopted 2011.*



**NEW SPACE USE ARRANGEMENTS, Appendix**

1. Examples of information which may be gathered at the first level of proposal consideration includes but is not limited to:
  - What space is the group interested in? Would the space also be available for First Unitarian to use?
  - What is the plan for the use of the space? Is it in line with our Mission, Vision, and Strategic Plan?
  - How long are they hoping to use the space?
  - What space use contribution are they able to make?
  - What alterations to the space would need to be made for their purposes?
2. If those seem appropriate, the team would be charged with gathering information about the group with a focus on the financial viability of the proposal. Information to be gathered may include, but would not be limited to:
  - How long has the group been established?
  - Request the following documentation, if appropriate.
    - a. Incorporated in Illinois
    - b. Documentation of 501c3 status or that of their fiscal agent.
    - c. List of Board members
    - d. Last 2 years of financial statement including income, expenses and cash flow. Copies of last 2 tax returns (990, etc.)
    - e. Credit check
    - f. Sources of funding
    - g. If there are paid staff members, documentation that the state and federal taxes have been paid for the employees for the last year
    - h. Proof of insurance
    - i. Annual Reports for 2 years
3. The Property Committee in combination with other stakeholders would assess the proposal additionally:
  - Are there potential legal, liability or zoning issues that would need to be addressed?
  - What would be the impact on First Unitarian's budget?
  - If there are adults working with young people or offering health care services, what is the
  - procedure for screening staff and volunteers?

**POLICY, PROCEDURE, PRACTICE**

*Items Decided 6-28-12*

1. Stewardship: The dates for stewardship-related events will be set by September 1st. This decides the general approach but allows room for refinement in the fall. No other events in the church shall be scheduled opposite stewardship events. The Minister, Executive Committee, and Stewardship Chairs will work together to develop the specific approach.
2. Budget: The Finance Committee will create a preliminary budget for the coming year by January 30th.
3. Congregational Meeting Voter List: Accepted Evelyn's outline of the steps.
4. List of church members: Accepted the procedure outlined in Evelyn's report.
5. Space use Processes, Procedures and forms: Accepted the processes currently in place by the office, with the clarification of "or designee" in relation to managing the calendar and space use needs.
6. Religious Education policies: Acknowledge the RE policies and processes previously developed and already in place.

# **FIRST UNITARIAN CHURCH OF CHICAGO**

## **Policy on formation of the Good Relations Committee**

Approved by the Board of Trustees at its meeting on November 21, 2019

### **Charge**

The purpose of the Good Relations Committee (GRC) is to foster a congregational culture that reflects our shared values and enables us to live out our covenant and mission.

To this end, the Good Relations Committee is charged with:

- Recommending a Congregational Behavioral Covenant for adoption by the congregation
- Creating a Conflict Resolution Policy
- With the Board of Trustees, identifying additional steps and processes needed to help the congregation address unresolved conflicts
- After receiving appropriate training, serving as a resource for congregants to turn to when they have unresolved conflicts in the church

### **Appointment of Committee Members**

The Board shall appoint a chairperson to head the Good Relations Committee. Working in collaboration with the minister(s) and the Board of Trustees, the chairperson shall select at least six members from the congregation to serve on the foundational Good Relations Committee. Members shall be selected for their trustworthiness and their knowledge of various aspects of church functioning and serve on the committee to develop the foundational policies for good relations (i.e., the Conflict Resolution Policy and Congregational Behavioral Covenant).

The Good Relations Committee will establish a committee covenant and operate via consensus. After the creation and adoption of the foundational good relations policies, the GRC's work will consist of promoting right relations within congregational activities and serving as a resource for conflict resolution.

At that time, members of the foundational Good Relations Committee can continue to serve on the committee as conflict facilitators if they are skilled in or have received training in conflict resolution. In coordination with the minister(s) and the Board of Trustees, the chairperson shall select additional members to serve on the Good Relations Committee as needed such that there are a minimum of four committee members. Members will serve overlapping terms of at least two years.

### **Conflict Resolution Services**

After the adoption of a Congregational Behavioral Covenant and a Conflict Resolution Policy, the Good Relations Committee shall provide conflict resolution services to any member or friend of First Unitarian (concerned person) who desires help in getting their church-related concerns addressed. These services can include the following:

- Advise the concerned person of appropriate processes for getting issues addressed at First Unitarian and, if desired, provide an advisor to accompany the concerned person to any meetings involved in the conflict resolution process
- Define together with the concerned person an appropriate conflict resolution process for the dispute in question
- Contact other parties to the dispute and offer the services of the Good Relations Committee to them as well
- Help arrange any meetings between the parties that are needed to complete the conflict resolution process
- Document for the parties involved any agreements reached to resolve the dispute to ensure a common understanding among the parties

The authority of the Good Relations Committee to resolve conflicts among members is not limited to achieving compromises. When they believe that a situation exists where behaviors are harmful to the church or not expressive of our collective values, the Committee can recommend counseling, limits to participation in church life, or other strategies. For a full accounting of the GRC's authority to resolve conflicts, see the Conflict Resolution Policy [currently under development].

Behavior that is unlawful, poses an immediate threat to the safety of congregants or the congregation, or constitutes misrepresentation or disruption as defined by the First Unitarian Policy Manual are subject to governance and resolution by the Board of Trustees.

### **Conflict of Interest**

Members of the Good Relations Committee must disclose to the GRC when a conflict comes before the committee for which they have an inherent bias based on the individuals and/or topics involved. Members may serve as conflict facilitators in such situations with the approval of the committee. Members can also excuse themselves from any such involvement in the resolution of the conflict. In situations as needed, the Good Relations Committee can recruit additional members from the congregation to help in conflict resolution on an ad hoc basis if more capacity is needed. Members serving on an ad hoc basis must also be skilled in conflict resolution or be willing to receive training before engaging in committee work.

### **Outreach Requirements**

The Good Relations Committee shall publicize its services to the First Unitarian community and encourage the use of its services to address conflicts as they arise. In cases where the GRC becomes aware of a conflict, GRC team members may privately approach one or more parties to the dispute to suggest they use GRC services to resolve the dispute.

### **Conflict Resolution Training & Soliciting External Resources**

The Good Relations Committee shall arrange periodic conflict resolution training for its members and other interested members and friends of First Unitarian. It is recommended that members of the Board of Trustees and other congregational leaders take this training. In future years, the training required for GRC members will be an expense identified in the annual budget.

The Good Relations Committee may make recommendations to the Board of Trustees to consult with or bring in outside conflict resolution resources (e.g., from the denomination, private consultants) in situations where the GRC deems it advisable.

### **Therapy Policy**

No member of the Good Relations Committee or any member or friend of First Unitarian working with the GRC shall provide mental health therapy or counseling in connection with any dispute. The minister(s) can refer members or friends to counseling assistance outside of First Unitarian.

### **Privacy Policy**

All persons involved in conflict resolution with the Good Relations Committee shall ensure the confidentiality of discussions at all times. Documents provided or produced by the GRC that include identifying details related to specific conflicts shall be confidential unless the parties to the conflict express consent or the situation merits otherwise. (Part of the conflict resolution process will involve the conflicting parties coming to an agreement about what information from the resolution is shared with which people within the church, such as the minister(s), staff, or committee heads.) The GRC will determine a record-keeping format that provides reporting of its activities to the Board of Trustees and congregation in a manner that also ensures privacy.

### **Developed by the Good Relations Committee:**

Lisa Christensen Gee

Jean Hester

David Hodgson

Ellen LaRue

Jim Proctor

Joan Staples

Grace Latibeaudiere-Williams, Chair

Rev. Teri Schwartz, Ministerial Advisor

**PERSONNEL POLICIES MANUAL**

*(Adopted May 18, 2017; effective July 1, 2017)*

**A. Introduction**

This Personnel Policy Manual (“Manual”) is not a contract and can be modified or changed at any time. The relationship between First Unitarian Society (“Employer”) and employee is legally defined as “employment at will”, which means that such employment may be terminated without penalty by either party.

The policies outlined in this manual do not apply to the ordained minister(s) called by the congregation since the calling of ministers is the prerogative of the congregation. The procedures for calling a minister are spelled out in the Employer’s Bylaws.

This Manual supersedes all previous employment policies, whether written or oral, expressed or implied. If any provisions of this Manual are found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

**B. Scope**

These policies are hereby stated to provide the basis for administration and management of personnel matters. Each employee shall receive a copy of the current Manual. The Manual and the policies stated herein, may be amended or cancelled at any time in the sole discretion of the Board of Trustees.

**C. Hiring**

Professional and managerial level staff shall be appointed by the Board of Trustees, on recommendation from the Senior Minister. A specifically designated search committee may be asked to assist the Senior Minister in identifying, screening and selecting persons for such positions. Prior to the hiring or firing of a staff person, or the creation of a search committee for a staff position, relevant stakeholders in his/her position will be invited to have input into that process.

Other staff shall be hired by the Senior Minister or by immediate supervisors, as designated by the Senior Minister.

**D. Employment Terms**

Unless specified otherwise in contractual form, employment continues until terminated by the employee or the Employer.

The salary of salaried employees, the hourly rate and number of hours per week for hourly employees, and any special considerations shall be stated in writing prior to employment.

**E. Non-discrimination**

Employer is an equal opportunity employer. It is our policy not to discriminate in employment because of race, age, gender, gender expression, sexual orientation, or disability. Religion will be taken into account in employment decisions only to the extent that it may interfere with the performance of the particular job duties of the employee. Complaints of discrimination or of harassment should be brought by any employee in the first instance to his or her supervisor. If the matter is not resolved, it may be presented to a higher supervisor, or to a member of the

Board of Trustees. Complaints brought to the Board shall be resolved by such members of the Board as are designated by the President.

#### **F. Sexual Harassment/Professional Conduct**

Sexual harassment is prohibited and will not be tolerated. This policy applies to sexual harassment by members of the same gender as well as opposite genders. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

submission to the conduct is made either explicitly or implicitly a term or condition of employment; submission to or rejection of the conduct is used as a factor in employment decisions affecting an individual; or the conduct unreasonably interferes with an individual's employment or creates an intimidating, hostile, or offensive employment environment.

Any employee who believes he or she has been sexually harassed by another employee, a supervisor, or any other person encountered in the course of employment should report that conduct immediately to his or her supervisor or the Director of Operations. If the report or complaint involves the Senior Minister, or if Senior Minister is unavailable, the individual receiving the report or complaint should immediately report it to the president, vice president, or moderator of the congregation.

#### **G. Harassment/Professional Conduct**

The Employer prohibits conduct that shows hostility or an aversion toward an individual because of his or her race, color, religion, gender expression, national origin, age, disability, sexual orientation, gender expression any other classification protected by law, and that:

- has the purpose or effect of creating an intimidating, hostile, or offensive work environment; or
- has the purpose or effect of unreasonably interfering with an individual's work performance; or
- otherwise adversely affects an individual's employment opportunities.

Any employee who believes he or she has been harassed by another employee, a supervisor, an agent of Employer, or any other person whom the employee encounters in the course of employment should report that conduct immediately to his or her supervisor or a Senior Minister. If the report or complaint involves the Director of Operations, a Senior Minister or if a Senior Minister is unavailable, the individual receiving the report or complaint should immediately report it to president of the Board of Trustees.

#### **H. Internet Policy**

The Employer provides internet access (including email) to its staff members to assist and facilitate business communications and work related projects. Employer reserves the right to monitor employee use of the e-mail system or the Internet at any time. Employees should not consider their Internet usage or e-mail communications to be private, and email should not be used for personal use. Personal passwords are not an assurance of confidentiality, and the Internet itself is not secure.

Any software or other material downloaded into Employer's computers may be used only in ways consistent with the licenses and copyrights of the vendors, authors or owners of the material. Prior written authorization from the Director of Operations is required before introducing any software into Employer's computer system.

Only authorized staff members may communicate on the Internet on behalf of Employer. Employees may not express opinions or personal views that could be misconstrued as being those of Employer. Any violation of this policy may result in disciplinary action.

### **I. Media Inquiries**

All requests for information about the Employer from newspapers, television and radio media should be directed to a Senior Minister. If a Senior Minister is unavailable, the inquiry should be directed to the president of the Board of Trustees. An appropriate response to a media inquiry would be, "I'm not the best person to answer that question. May I contact the appropriate person and have that individual get back to you?"

### **J. Confidentiality**

Employees may have access to confidential information about the Employer, including but not limited to information about members, friends or other staff members. Such information must remain confidential and may not be released, removed from the Employer's premises, copied, transmitted or in any other way used for any purpose by employees outside the scope of their employment. All requests for information concerning past or present employees received from organizations or individuals should be directed to the Director of Operations.

### **K. Outside Employment/Activity**

Employees shall not engage in any collateral employment or business activity that is incompatible or in conflict with their duties, functions or responsibilities as an employee, including use of the Employer's time, facilities, equipment or supplies, or the use of the title, prestige or influence of the congregation for private gain or advantage, or in outside telephone calls while on duty for the congregation.

### **L. Employment of Relatives and Members**

Other members of an employee's family may be considered for employment; however, relatives may not supervise one another. "Relative" means a spouse, domestic partner, parent, sibling, child, grandparent, or grandchild. Employment with the church is not open to members of the congregation except in rare and unusual circumstances.

### **M. Initial Review Period**

New employees and employees who are transferred to another position may be required to complete a review period of ninety days, but which may be shortened or lengthened in the Employer's discretion. Satisfactory completion of the initial review period does not alter the employment-at-will relationship. Employees must continue to perform satisfactorily even after the initial review period is completed. There is no guarantee that any job position will continue indefinitely. Any position may be eliminated at any time at the discretion of Employer.



## N. Performance Evaluation and Performance Problems

**1. Evaluations.** In general, employees will receive a written performance evaluation once each year that will be maintained in the Employee's permanent personnel file. Factors considered in assessing performance include but are not limited to quality and quantity of work; dependability; attendance and punctuality; effective interpersonal relationships with the congregation, suppliers, special event attendees, space renters and tenants and personal conduct.

Evaluations of staff other than the ministers shall be the responsibility of the Senior Minister. Individual evaluations may be carried out by immediate supervisors at the discretion of the Senior Minister.

Included in the evaluation shall be an annual review. A report from the annual review shall be made available to the staff member.

**2. Performance Problems.** The following system shall be followed unless deemed by the Senior Minister inappropriate for the circumstances presented:

**Step 1:** If an employee experiences difficulties in meeting performance standards or establishing satisfactory working relationships with others, the employee or the immediate supervisor should investigate and initiate discussion about the problem behavior within a specified time period. This discussion, including a plan for improvement, should be formally documented, signed by both parties and a copy placed in the employee's personnel file.

At this time, the employee may be placed on probationary status by the supervisor for a specified time and be advised that failure to correct the problem will lead to dismissal. This discussion including any changes to the plan for improvement, should be formally documented, signed by both parties and a copy placed in the employee's personnel file.

**Step 2:** At the end of the specified probationary period, the immediate supervisor should evaluate the employee's progress, share and discuss the findings with the employee, and forward the results to the executive committee of the board or other committee designated by the board.

If performance or conduct has improved and is satisfactory, the employee will be taken off probationary status. If performance has improved somewhat but still is not entirely satisfactory, the probationary period may be extended for no more than sixty days. If the performance has not improved, the Senior Minister with the advice and support of the Board where available, shall take appropriate action including potential termination.

## O. Personnel Files

The Senior Minister shall keep a confidential file on each employee, which shall contain at least the following:

- Payroll authorization form
- Current personal information about the employee
- Salary history and terms of employment
- Job description

- Reports from annual reviews
- Correspondence or memoranda pertaining to the employee

All employees shall have access to their individual files on request to the Senior Minister.

#### **P. Job Descriptions**

Each staff position shall have a job description. The preparation of these descriptions is the responsibility of the Senior Minister. Job descriptions shall be approved by those responsible for hiring persons to fill vacancies in the respective positions. Job descriptions shall identify duties, lines of authority, and fringe benefits if different from those specified in these policies.

#### **Q. Benefits**

The following benefits apply unless otherwise specified in contractual form:

**1. Health Insurance.** It is the policy of the Employer to contribute a portion of the cost of a personal premium for the UUA health insurance plan. This applies to salaried employees and hourly employees working 30 hours or more per week, provided that this meets the requirements of the insurance company.

**2. Personal Leave.** Employees shall receive 3 days per year of paid personal leave. Taking of personal leave shall be approved in advance by the employee's supervisor. Unused personal leave may not be carried over from one fiscal year to the next, nor will it be paid upon termination of employment.

**3. Sick Leave.** Salaried employees shall receive 10 days per year of paid sick leave, accruing at the rate of .83 days per month. Hourly employees working more than 20 hours per week shall receive paid sick leave which is accrued at the rate of 4% per pay period. Absences in excess of three days will require a signed doctor's note to confirm illness as reason for absence. Unused sick leave may not be carried over from one fiscal year to the next. A terminating employee will not be paid for unused accrued sick leave.

**4. Vacation Time.** Salaried employees shall receive a minimum two weeks of paid vacation time per year for the first five years of their employment, accruing at the rate of 0.83 days per month. After five years of employment, they shall receive a minimum of three weeks per year, accruing at the rate of 1.25 days per month. After 10 years of employment, they shall receive a minimum of four weeks per year, accruing at the rate of 1.66 days per month.

Hourly employees working more than 30 hours per week shall receive as paid vacation 4% of their work time per year for the first five years of their employment. After five years of employment, they shall receive 6% of their work time per year. After 10 years of employment, they shall receive 8% of their work time per year.

The maximum of accrued vacation time that can be carried over from one fiscal year (beginning July 1) to the next is 10 days. When terminating employment, employees will be paid for accrued and unused vacation time at the rate of pay then in effect.

Vacation time requires a five-day advance notice and must be scheduled in consultation with the supervisor.

**5. Unpaid family and medical leave.**

This leave will be granted to any staff member who has worked for at least twelve months.

Employees who work 20 hours or more per week are entitled to take up to 12 weeks of unpaid leave during any 12-month period because of a serious health condition of the employee or a member of the employee's immediate family. The employee shall give notice in advance of the intent to take such leave, and shall provide the appropriate medical documentation. Unpaid leave shall count toward longevity for determining years of employment, but vacation time, personal days, and sick leave will not be earned while on unpaid leave.

First Unitarian Society of Chicago will grant a paid leave of absence for two weeks and an unpaid leave for an additional ten weeks for the birth or adoption of a child. The same leave is granted for maternity, paternity, or adoption. Employees who know they will be taking maternity, paternity, or adoption leave are asked to give as much notice as possible, but at least 30 days' written notice of the anticipated departure date and whether they intend to return to employment.

Employees must use all accumulated vacation time first during unpaid leave. The leave begins at the time requested by the employee and approved by their supervisor, but not later than six weeks after the birth or adoption or when the child leaves the hospital, whichever is later.

During the unpaid leave, First Unitarian will continue to pay the usual insurance premiums, if any, for health plans, life and disability insurance which had been paid prior to the employee's taking leave. Sick time, personal time, and vacation time does not accrue during the unpaid leave period.

In the event that insurance premiums are paid during Parental Leave, and the staff member later decides not to return to work after the leave, or leaves the position within sixty (60) days of returning to work, the entire premium amount paid during the staff's absence must be repaid.

**6. Overtime.**

Any hourly employee who works more than 40 hours in a week is required to report it on their timesheet and shall receive overtime pay at time and one-half.

**7. Events.**

Hourly employees working special events over their regular scheduled hours shall receive double-time pay. Events or events plus regular hours totaling seven hours or more require employee to take a break for no less than 30 minutes and comply with all meal and break requirements.

**8. Retirement Plan.**

Participation in the UUA retirement plan is offered to all employees, full or part-time. All employees, age 18 or older are eligible to enroll in the plan for the purpose of deferring a portion of their pre-income tax salary to the plan even if they have not met the plan's criteria to be eligible to receive contributions from First Unitarian of Chicago.

All non-clergy employees are eligible to receive a 10% contribution to the pension plan once they meet the requirements set by the plan administrators, including attaining age 18 and having accumulated 1,000 hours of service during the 12-month period starting on their date of hire and ending on their one year anniversary date or have otherwise met plan criteria.

If an employee was eligible to receive pension contributions at another Unitarian Universalist institution, they will be eligible immediately at First Unitarian of Chicago.

If an employee chooses not to participate, the attached form should be completed including employee's signature and placed in their employee file.

#### **9. Disability Insurance.**

Employer shall obtain disability insurance through the UUA program on all salaried employees and all hourly employees working more than 20 hours per week.

#### **10. Jury Duty.**

Employees shall be paid at their regular rate of pay for time they are required to spend on jury duty, provided that they turn over to the Employer the jury fee they receive from the court.

#### **11. Funeral leave.**

Up to 3 days of funeral leave shall be granted in the case of the death of a spouse, parent, sibling, child, grandparent, or grandchild.

#### **12. Paid holidays.**

Employees will have the following holidays, during which the Employer will normally be closed (unless a holiday falls on a Sunday):

- Independence Day
- Labor Day
- Thanksgiving and the following day
- Christmas Eve (1/2) day
- Christmas Day
- New Year's Eve (1/2) day
- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day (last Monday in May)

If a holiday falls on a day (e.g., Sunday) when a given employee must work, that employee shall be paid double their usual rate. If an hourly or part-time employee is not scheduled to work on a day when a holiday falls, they do not receive compensation for that holiday.

### **R. Other Employer Policies.**

**1. Attendance and Punctuality.** Each employee is expected to be prompt and regular in his or her attendance at work. Personal appointments should be scheduled before or after work hours, if possible. All scheduled absences must be approved in advance by the supervisor. Employees who are unable to report to work at their scheduled time must call their supervisor

as soon as possible to report the absence and the expected time of return to work. Employees must call in each day they are absent, unless otherwise authorized by their supervisor.

Unscheduled absences (such as returning late from lunch or leaving work before the end of the workday) must be approved by the employee's supervisor. If the employee expects to be absent the following day, he or she should inform the supervisor of that fact at the same time.

Any employee who fails to report to work without notice for three or more consecutive days will be considered to have voluntarily terminated employment, effective immediately.

**2. Work and Disciplinary Guidelines.** Certain guidelines must be observed by all employees to protect the integrity of the congregation. Violations may result in immediate termination not subject to the process outlined in "Performance Evaluation and Performance Problems" above, or disciplinary measures including verbal or written warnings.

Engaging in any of the following examples of unacceptable conduct may result in disciplinary actions. These examples are intended only as a guide and are not all-inclusive.

1. Failure to perform work in a manner acceptable to Employer.
2. Absenteeism or tardiness.
3. Leaving work without permission.
4. Failure to report absences as required.
5. Sexual harassment, harassment or professional conduct described in this Manual.
6. The use, possession or sale, or being under the influence of alcohol or controlled substances (other than those used for bona fide medical purposes) while working or while on Employer premises (including meal and other breaks).
7. Possession of a firearm or other lethal weapon in the church.
8. Disclosure of confidential information.
9. Smoking inside any area of the church buildings.
10. Failure to report-on-the job injuries.
11. Failure to accurately complete or permitting another person to complete the employee's timecard.
12. Arrest and conviction for criminal offenses that are job related, including those that may affect the employee's ability to perform his or her job.
13. Theft or dishonesty.
14. Falsifying records or information (or misuse or unauthorized manipulation of any computer or electronic data processing equipment or system).
15. Discourteous treatment of others.
16. Taking Employer property without paying for it or without written permission.
17. Reckless, careless or unauthorized use of Employer property, equipment or materials.
18. Improper or profane language.
19. Violation of any other Employer policy.
20. Not reporting a conviction for a crime.

**4. Safety and Accidents.** The safety of employees, as well as members and visitors, is of paramount concern. All employees are expected to abide by accepted safety standards at all times. They should know the whereabouts of fire extinguishers and the first aid kit.

Any unsafe condition, equipment or practice observed by an employee should be reported immediately to the supervisor or Director of Operations. All on-the-job accidents or injuries to employees, no matter how minor, should be reported immediately to the Director of Operations. In the event of a fire or other emergency, the fire department and/ or police should be called immediately, and all staff and members of the congregation should leave the premises.

**5. Professional Behavior.** Employees should maintain a professional attitude and appearance that is appropriate to their position and the Employer-congregation. Name badges should be worn when employees are on duty on Sunday. Personal mail and non-essential telephone calls at work are discouraged.

**6. Criminal Behavior.** Current employees are required to notify supervisors of any convictions for felony behavior or domestic and sexual abuse offenses resulting in required state or federal registration.

**7. Inspection Rights.** Churches, like other organizations, are sometimes the victims of thieves. The Employer has on its premises storage facilities such as desks, file cabinets, closets and storage areas for the use of employees, however, the Employer can make no assurances that they will always be secure. The storage of any unauthorized alcohol, illegal drugs or drug-related paraphernalia is prohibited on church premises. Therefore, the Employer reserves the right to open and inspect any desk, electronic files and communications, file cabinet, storage closet or storage area at any time and without prior notice or consent. Employees may not use personal locks on church owned desks, cabinets, closets or storage areas.

#### **S. Review.**

Changes in these policies must be approved by the Board of Trustees.

**PERSONNEL MANUAL ACKNOWLEDGMENT FORM**

I, \_\_\_\_\_, hereby acknowledge that I have received a copy of the Personnel Policy Manual of First Unitarian Society of Chicago. I understand that it is my responsibility read the Manual and to comply with the policies, practices and rules of the Employer.

I specifically understand and agree that my employment is at will and for an unspecified period of time and that either the Employer or I may terminate the employment relationship, at any time, with or without reason and with or without notice. I specifically understand and agree that this statement of policy contains all of the terms relating to termination of employment and that no representations may be made contrary to the foregoing, either express or implied. I understand that this statement of policy is not subject to change.

I understand that this Manual dated March 31, 2017 supersedes all previous policies, written or oral, express or implied. I also understand that this Manual is neither a contract of employment nor a legal document, and that the Employer reserves discretion to add, change or rescind any policy, practice or rule at any time with or without notice.

I understand that my signature below indicates that I have read and understood the above statements and have received a copy of the Personnel Policy Manual, dated March 31, 2017.

\_\_\_\_\_ Employee Name (Print)

\_\_\_\_\_ Employee Signature

\_\_\_\_\_ Date

**ACKNOWLEDGMENT OF NON-PARTICIPATION IN FIRST UNITARIAN OF CHICAGO PENSION PLAN**

I, \_\_\_\_\_, hereby acknowledge that I have been offered participation in the First Unitarian of Chicago pension plan. I understand the terms of the pension plan, but have chosen not to participate in the plan as my signature below indicates.

\_\_\_\_\_ Employee Name(print)

\_\_\_\_\_ Employee Signature

\_\_\_\_\_ Date