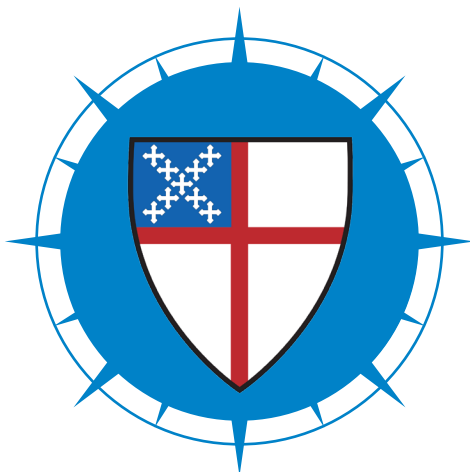


Musicians Called to Serve



ASSOCIATION OF
ANGLICAN
MUSICIANS

Serving the Episcopal Church

FOUNDED 1966

*A Handbook for the Selection, Employment,
and Ministry of Church Musicians*

Revised 2024

Musicians Called to Serve:

A Handbook for the Selection, Employment, and Ministry of Church Musicians

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Based on the *Handbook for the Selection, Employment, and Ministry of Church Musicians*

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ASSOCIATION OF ANGLICAN MUSICIANS

www.anglicanmusicians.org

Founded in 1966, the Association of Anglican Musicians (AAM) is a professional organization of more than one thousand leaders in the field of church music. AAM's goal is to elevate, stimulate, and support music and the allied arts in liturgy to the glory of God and the benefit of God's people. The members believe that the work of a church musician is more than serving as organist and choir director. The skills of pastor, educator and musician are required for this ministry.

The Association of Anglican Musicians seeks:

- to encourage the sharing of ideas and skills among members, and
- to endeavor to disseminate the results of this sharing throughout the Church.

AAM seeks to keep our strong musical tradition healthy and vibrant by:

- fostering a relationship of mutual respect and trust between clergy and musicians
- maintaining direct lines of substantive communication with diocesan committees on liturgy and music and the Standing Commission on Liturgy and Music, while actively supporting their work
- encouraging and supporting the creation of works for the Church by composers and other artists
- working closely with seminaries in developing curricula in music and the allied arts as they relate to worship and theology
- encouraging equitable compensation and benefits for professional church musicians.

At the Association's annual Conference, members exchange ideas, materials, and concerns regarding their profession. Conference programs include lectures and concerts by outstanding musicians, church leaders and other professionals, and feature exemplary liturgies.

MEMBERSHIP

Applications for membership are considered quarterly during meetings of the Board of Directors. Please contact Executive Director Patrick Fennig (office@anglicanmusicians.org) with any questions.

AAM is a member-led nonprofit of musicians and clergy serving in the Episcopal Church and internationally within the Anglican Communion. Whether you are an experienced church musician or just beginning your vocation, we welcome you to join us!

Benefits of membership include:

- An intangible collegial support network
- Discounted rate to attend our annual Conference
- Subscription to The Journal of AAM, our bi-monthly professional publication
- Access to our Placement Service
- Advocacy and professional support through our Professional Concerns and Development Committee and Lay Professional Advocacy Committee
- Access to continuing education grants
- Member-only discussion boards
- Member-only professional resources and musical materials

Categories of Membership

Regular Musician or Clergy Membership (Annual dues – \$120)

- Musicians or clergy who work or commune in The Episcopal Church or the within the Anglican Communion.

Retired Membership (Annual dues – \$60)

- Musicians or clergy who work or commune in The Episcopal Church or within the Anglican Communion who are retired or over the age of 65.

Student Membership (Annual dues – \$60)

- Full-time students in accredited academic institutions. Upon leaving full-time student status, the member must pay the dues of a regular member.

Affiliate Membership (Annual dues – \$120)

- Musicians or clergy who do not work or commune within The Episcopal Church or within the Anglican Communion. Affiliates of the Association receive all other benefits of Regular Membership except for voting and standing for leadership roles.

FRIENDS OF AAM

Support our mission • Learn more about our programs • Be part of our community

Recognizing that some individuals not working professionally as church musicians wish to support and contribute to the aims and efforts of AAM, the Association extends a cordial invitation to such persons to become a **Friend of AAM**. Friends of AAM receive a bi-monthly subscription to *The Journal* and will be eligible to register at our Annual Conference at the member rate. A portion of your payment is tax-deductible.

Become a Friend at www.anglicanmusicians.org/friends

GIVE TO AAM

The Association of Anglican Musicians is a non-profit organization. We operate on membership dues and depend on additional donations for our grants and member programming. There are a few ways to give to AAM, all of which are fully tax-deductible.

Find out more at www.anglicanmusicians.org/donate

The Annual Fund

The Endowment Fund

The James Litton Grant for Choral Training

The Raymond Glover Grant for Episcopal Liturgical Music

The Gerre Hancock Internship

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PURPOSE

The principal goals of this Handbook are twofold: to guide rectors and search committees through the process of calling a new musician, and to assist church musicians in discerning and defining their path through a search process. The information which follows will help you understand the kinds of qualifications, talents, and abilities appropriate to a particular liturgical setting, show you how to negotiate a fair and reasonable salary and benefits package, and discuss the theological implications of the important task you are undertaking.

A supplementary purpose in the design of this document is to aid rectors, senior ministers, and personnel committees when undertaking periodic mutual ministry reviews of their musicians. Ministry reviews are intended to be concerned with the employee's nurture and welfare, and this Handbook can help facilitate such discussions in a positive and collegial manner. Canon 24, Section 1 of the Episcopal Church concludes with this statement: "In fulfilling this responsibility the Minister shall seek assistance from persons skilled in music. Together they shall see that music is appropriate to the context in which it is used." This statement underlines the foundational, collegial nature of a healthy working relationship between clergy and musician, regardless of denomination. It is also hoped that persons currently holding positions as parish/pastoral musicians will find the document helpful in reviewing the philosophical and practical aspects of their own working relationships, and that it will guide them in making judgments about their employment options.

This document was carefully prepared by members of the Association of Anglican Musicians (AAM) who are by life and career committed to the work and ministry of the Church Musician, sometimes referred to as Pastoral Musician. The original 2003 edition of this handbook was lovingly shepherded by an AAM Compensation Task Force: Howard Ross (Chair), Judith Dodge, Benjamin Hutto, Charles Raines, the Rev. Dr. Victoria Sirota, the Rev. Canon Geoffrey Butcher (Chair of Professional Concerns Committee), and Dale Adelman (Past President of AAM).

Although this handbook bears the imprimatur of AAM, it is published as an offering to the wider Church, across denominational lines, in the hope that God may be ever more effectively praised by the music of worship, both through the music itself and by the just and godly relationships which the creation and making of sacred music necessitate and foster.

We hope that all who read this handbook, clergy and laity alike, employer and employee, will read the guidelines thoroughly. We encourage you to consider prayerfully each person's role in the life of the parish community as you prepare, or continue, to make joyful music together.

Association of Anglican Musicians

David Shuler, President

Bryan K. Mock, D.M.A., Past President

William P. Saviers, Jr., Esq., Chancellor

David Perry Ouzts, D.S.M., Chair, Professional Concerns and Development Committee

September 2011

CHAPTER 1

A FEW WORDS TO RECTORS AND SEARCH COMMITTEES

The Musician's Calling: Holy Leadership

In calling a musician, you are choosing a liturgical leader who will be working closely with members of the clergy, your choirs, and your congregation. Not only are your successful candidate's musical gifts important, but also his or her degree of professionalism, emotional maturity, ability to teach and lead others, liturgical knowledge and sensitivity, and personal spirituality. All of these aspects of your new musical leader will have an impact on the corporate spiritual life of your congregation. Like the call of a priest to a specific congregation, the call of the musician should be considered seriously and prayerfully. In 2000 the AAM Millennium Survey showed that ninety percent of our members consider their service to the Church as a vocation to ministry; hence the search should be approached as a process of discernment as much for you as it is for them.

In an ideal situation, clergy and musicians work together to create a sacred space in which God is truly present. The Spirit can be felt throughout worship—in the hush following a prelude, anthem, or sermon, in the powerful sensation during the final verse of a hymn joyfully sung, in the voice of the minister as she or he invites the assembly into the presence of the Divine. Both priest and musician view their position as a true calling.

Engaging the Whole Brain

Both sides of the brain, left and right, are necessary in order to experience worship. There will always be a few parishioners who care only about the sermon, and others who care only about the music. Everyone else will fall somewhere in between, appreciating the various offerings of worship as they are moved. It is the combined experience of being blessed by praising, singing, praying, offering thanks, listening to the Word, and breaking Bread that constitutes our liturgy. The very complexity of this combination is what engages us week after week. Through this holy ritual we hear the voice of God.

Justice and Equity

The care of the musician, in job description, salary and benefits, is a telling indicator of how the position is viewed by the institution. If you are striving for justice and equity, the applicant will be touched by your spirit. If you wish to employ a fine musician, you must show him or her the same respect that you would show a gifted professional if you were hiring in the corporate world.

The Joy of Jerusalem

Music accompanies our most joyful celebrations, and comforts us in our greatest sorrows. The act of singing together enables a community to be one, to breathe together the breath of God. At the dedication of the wall of Jerusalem as described in Nehemiah 12, the celebration involved singing, cymbals, harps, and lyres. Centuries later, we still know that Jezrahiah was the name of the person who led the music because the event held such significance for the community.

Will the joy of your congregation be heard from far away? We invite you to pray through your search and employment process and to allow the Holy Spirit to bring you to a new place. May the love of Christ enfold you and truly inspire your worship with heavenly joy.

CHAPTER 2

A HEALTHY AND SUCCESSFUL MUSIC PROGRAM

Here is a list of proven characteristics and attributes of healthy and successful music programs. While not all of these characteristics will be applicable to every situation, they are a composite of the best music programs and relationships gathered from the experience of the AAM Professional Concerns Committee:

- A collegial forum exists where free interchange of ideas, opinions, and plans takes place in an atmosphere of mutual respect. This is usually a regularly scheduled, face-to-face meeting between clergy and musician(s), but it may take other forms as well: music/worship committee; steering committee for adult choirs or special music programs; parent advisory committee for programs involving children.
- A written job description is in effect, signed by both musician and hiring authority, which is reviewed annually. This document must contain four essential elements:
 1. the musician's responsibilities to the hiring institution;
 2. the institution's responsibilities to the musician;
 3. a means for conflict resolution; and
 4. a fair means for termination of the agreement by either party.
- A clear organization for the music program has been developed in the context of the total program for ministry, liturgy, and outreach of the hiring institution.
- Realistic goals are set. The institution's goals for the musician should be developed in consideration of the musician's training, interests, and abilities. The musician's goals for the institution should be developed in view of the institution's resources and community.
- Clear expectations are defined and communicated (i.) to the musician by the institution and (ii.) to the institution by the musician.
- Sufficient assistance, paid and/or volunteer, is provided to accomplish the position's tasks and goals.
- The musician's salary and benefits are a fair and just compensation for the hours and level of professional and pastoral skill required to fulfill the duties of the position.

With the above characteristics and attributes in place, a sense of community will develop among musicians and their colleagues. In such an environment, a healthy and successful music program can thrive.

CHAPTER 3

PREPARING THE JOB DESCRIPTION

Assessing the Music Program

The goals of the parish music program will become evident during the process of evaluation. If there is an up-to-date parish profile, it is appropriate to send it to potential candidates along with the job description and information regarding compensation. The details and goals of the current music program should be communicated to candidates in a job description.

The job description should include all of the items that might later be part of the employment agreement with a musician, such as salary, number of hours to be worked, fees for special services, vacation time, sick leave, benefits, continuing education, and periodic review (see Appendix IV for sample employment agreements). Many parishes are reluctant to discuss compensation in the job description. While the final salary and benefit package may be decided by negotiation, it is best to provide a general salary range so that all parties involved have some understanding of the relationship between responsibilities and compensation. The popular phrase “salary and benefits commensurate with education and experience” is of little use to candidates. If the salary and benefits are not subject to negotiation, they should be published as such.

The job description might include:

- any schedule of regular hours required of a musician, including usual weekly services, staff meetings, liturgy committee meetings, etc.
- the number of choirs
- the number of weekly rehearsals
- the number, dates, and times of additional services throughout the year and musical requirements for these services (such as the participation of choirs or instrumentalists)
- other special musical events (such as concerts and recitals)
- size of the music and parish budgets, and expectations regarding budget planning
- duties connected with music library maintenance
- access to parish secretarial support
- access to parish custodial support
- policy for hiring singers and instrumentalists
- procedures for purchasing music and supplies
- duties connected with maintenance of the organ and other instruments
- a description of the parish.

You may also wish to provide the candidates with supplementary information about your city or region, if such information is not common knowledge or is likely to be under-appreciated by prospective applicants.

The following questions may be useful in evaluating the present program:

- What facilities, instruments, and equipment are available and in what condition is each (choir room, office, organ[s], piano[s], harpsichord, handbells, recording equipment, computer, etc.)?

- What educational and planning materials are available (music library, library software, other planning resources)?
- What are the human resources of the parish (how many members constitute each choir, what instrumentalists are available, how many people might be encouraged to participate, what is the current staff configuration and is it likely to remain the same or to change in the foreseeable future)?
- What are the criteria used for hymn and anthem selection (coordination of hymn texts with lectionary, familiar *versus* new hymns, plans for learning new music, policy for music at weddings and funerals), and who is involved in the selection and approval process?
- What are the criteria used for the selection and performance of preludes and postludes?
- What are the provisions for and policies regarding other paid musicians (choir members, instrumentalists, assistant organists, substitute organists)?
- How is the present program perceived by the congregation? Is the congregation happy with the current program or does it desire change? Are there any differences between the congregation's perception of the parish's music ministry and the clergy or staff's perception of it?
- What is the level of congregational involvement in the music of the liturgy?
- Does the parish support special choral services (Evensong, Lessons & Carols, Choral Eucharists, or celebrations of Feast Days) or musical events such as concerts? Have these events responded to parish needs?
- Is the music program integrated into the life of the parish in general (Christian education, parish gatherings, community outreach, etc.)?
- How much time does the current program require of the musician? Does the committee agree on a just and realistic expectation in relation to salary *versus* compensation?
- If the parish has a school, does the parish musician have responsibilities in the school's music program?
- Why did the previous musician leave? If conflicts were involved, address them before a new musician is called — for everyone's sake.

The program must be evaluated both *qualitatively* and *quantitatively*. Each parish is unique and the preceding list of questions may be modified as needed. Above all, the music program should be evaluated as an expression of the overall goals of the parish.

CHAPTER 4

THE WORK OF THE CHURCH MUSICIAN

Before beginning the process of identifying and hiring a church musician, it is important that everyone involved in the process understand the vocation of musicians in the Church, and understand the details of the work they are asking a specific musician to do. The work of a church musician covers a broad spectrum of skills and responsibilities beyond training and education in sacred music and theology, and the church musician may be called upon to serve in any number of capacities.

The following formula, though not absolute, will be helpful to rectors and search committees in determining the minimum number of hours per week required by a particular job description:

Allow

1 hour	for each one hour of liturgy, adding time for pre- and post-liturgy interactions and details
1 hour	for each hour of choir rehearsal and service warm-up, adding time for interpersonal interaction prior to and following each rehearsal
2 – 4 hours	for the choir director's preparation for each rehearsal (selecting anthems, responses, chants; ordering music, studying scores; organizing choir folders; filing)
1 hour	for the choir director's preparation for each service (organizing folders, service bulletins, vestments, seating)
2 – 4 hours	for the organist's preparation for services (practicing hymns, chants, anthems, voluntaries)
1 hour	for each hour of meeting with members of the clergy, other staff, and lay committees, adding a reasonable amount of time for organizational or interpersonal interaction prior to and following each meeting
1 hour	for each hour of pastoral care of personnel (greeting singers, telephoning or visiting absentees)

Each hour of liturgy generates on average 10 to 15 hours of additional work time for the church musician. A second liturgy or a second choir would generate a similar increase in hours, as would teaching responsibilities in the parish, non-liturgical musical responsibilities, recruiting, diocesan committee work, etc. For persons in part-time positions, commuting time required by multiple scheduled events should also be considered.

The following grid of tasks will be useful in the preparation of a job description by helping to ascertain how much time it will realistically take for the musician to accomplish his or her duties. It can also be useful in the context of a mutual ministry review, to ascertain whether the musician is fulfilling the duties and working toward the established goals of the position, and to determine whether the musician is being fairly compensated for the time it actually takes to do the job. Two columns are provided: one to estimate the time spent on weekly duties and one for occasional duties throughout the year. (A worksheet is provided on page 18 to determine a position's total average hours per week.)

Church Services

<i>Hours per week</i>	<i>Hours per year</i>	
_____	_____	• Playing and/or directing the music of regular services
_____	_____	• Conducting pre-service warm-up rehearsals for regular services
_____	_____	• Playing and/or directing the music for additional services during Advent and Christmas
_____	_____	• Playing and/or directing the music for additional services during Lent and Holy Week
_____	_____	• Playing and/or directing the music of other special parish services (e.g., Evensongs, Feast and Saints' days, occasional services, Taizé worship)
_____	_____	• Playing and/or directing the music of diocesan, ecumenical, or civic gatherings
_____	_____	• Conducting extra rehearsals and pre-service warm-up rehearsals for Advent and Christmas, Lent and Holy Week, and other special services as enumerated above
_____	_____	• Playing and/or directing the music for funerals, weddings, and blessing ceremonies
_____	_____	SUBTOTAL

Choir Director

<i>Hours per week</i>	<i>Hours per year</i>	
_____	_____	• Recruiting and auditioning choir members
_____	_____	• Selecting, learning, or reviewing music for services and developing interpretations
_____	_____	• Arranging or composing music for particular liturgical needs, including the composition of descants, alternate harmonizations, and instrumental parts when needed
_____	_____	• Keeping attendance records and overseeing the maintenance of choir vestments
_____	_____	• Maintaining rosters of choir members including addresses, e-mail contacts, telephone numbers, vestment assignments, and folder assignments
_____	_____	• Organizing the rehearsal room: seating arrangements, music and teaching aids
_____	_____	• Preparing for rehearsals, including technical, musical, theological, and performance difficulties of anthems and other worship music
_____	_____	• Conducting regular rehearsals (include time interacting with choir members before and after rehearsals)
_____	_____	• Consulting with and/or coaching sectional rehearsals, individual choir members, or soloists outside of scheduled rehearsals
_____	_____	• Engaging and directing instrumental musicians where appropriate
_____	_____	• Auditioning and engaging soloists as needed
_____	_____	• Establishing contacts with skilled professionals in the area
_____	_____	SUBTOTAL

Organist

<i>Hours per week</i>	<i>Hours per year</i>	
_____	_____	• Maintaining technical skills by regular practice
_____	_____	• Selecting, learning, or reviewing organ literature
_____	_____	• Choosing/purchasing new organ compositions to meet special/changing needs of services
_____	_____	• Learning and adapting choir accompaniments
_____	_____	• Supervising organ maintenance and tuning; making occasional adjustments between tunings
_____	_____	• Supervising maintenance and inventory of other musical instruments, and aiding in their purchase as needed
_____	_____	• Rehearsing with instrumental and vocal musicians as needed
_____	_____	• Performing recitals and participating in other concerts
<i>If the position is Organist only, include the following time not otherwise accounted for in the Choirmaster section of these grids:</i>		
_____	_____	• Accompanying regular rehearsals (include time interacting with choir members before and after rehearsals)
_____	_____	• Accompanying and/or coaching sectional rehearsals, individual choir members, or soloists outside of scheduled rehearsals
_____	_____	• Engaging and directing instrumental musicians where appropriate
_____	_____	• Auditioning and engaging soloists as needed
_____	_____	• Establishing contacts with skilled professionals in the area
_____	_____	SUBTOTAL

Music Education and Outreach

<i>Hours per week</i>	<i>Hours per year</i>	
_____	_____	• Training congregations in music and liturgy
_____	_____	• Planning and scheduling concerts, performances, and special productions
_____	_____	• Planning and leading choir camps, choir tours, and/or recordings
_____	_____	• Participating in and/or directing the work of the parish Music and Liturgy Committee
_____	_____	• Participating in, directing, and supporting the work of the Music Guild or Friends of Music
_____	_____	• Hosting guest choirs, solo recitalists, or chamber artists, overseeing hospitality for them and the special events they offer the community
_____	_____	• Developing publicity materials for special musical services, concerts, and recital series (press releases, posters, articles for church publications, interviews with local media)
_____	_____	• Serving as a resource person to other musicians and clergy outside of the parish
_____	_____	• Teaching courses in the Leadership Program for Musicians Serving Small Parishes (LPM) leading to the Presiding Bishop's Diploma in Church Music
_____	_____	• Correspondence as required by the duties of the position
_____	_____	SUBTOTAL

Administrative

<i>Hours per week</i>	<i>Hours per year</i>	
_____	_____	• Attending staff meetings and consulting with members of the clergy (include a reasonable amount of time for interaction before and after meeting)
_____	_____	• Collaborating with the clergy, worship committee, or staff and vestry in initiating, developing, and implementing parish programs
_____	_____	• Planning liturgies in collaboration with the worship team
_____	_____	• Developing and administering the music budget
_____	_____	• Planning and researching a total repertory for the year (service music, anthems, hymns, and psalm settings) which is appropriate to the church seasons, congregation, liturgical style, and ability of the choirs and congregation
_____	_____	• Organizing, ordering, and maintaining a music library data base that is up to date and provides for cross-referencing
_____	_____	• Supervising volunteers or assistant music staff members
_____	_____	• Interacting with non-music staff members
_____	_____	• Supplying information for and proofreading worship leaflets, producing printed concert and recital programs, writing newsletter articles
_____	_____	• Responding in a timely manner to e-mail, telephone messages, and written correspondence
_____	_____	• Planning and overseeing the organization of special musical services and/or concerts
_____	_____	• Consulting with couples about music for their weddings or blessing ceremonies
_____	_____	• Working with families of deceased persons to select and prepare appropriate music for funerals
_____	_____	• Procuring substitute musicians as necessary, preparing detailed instructions for them concerning their duties
_____	_____	• Participating in the work of the Diocesan Music and Liturgy Commissions
_____	_____	• Serving the wider or National Church
_____	_____	SUBTOTAL

Continuing Education and Enrichment

<i>Hours per week</i>	<i>Hours per year</i>	
_____	_____	• Studying to maintain current stylistic and performance practices as well as attending concerts and listening to recorded music
_____	_____	• Reading professional journals and related materials
_____	_____	• Maintaining memberships in professional organizations and serving on professional committees and commissions when asked
_____	_____	• Teaching or attending church music workshops and classes
_____	_____	• Attending conferences and conventions of professional organizations to learn and to network with colleagues for the sharing of ideas and concerns
_____	_____	SUBTOTAL

Pastoral Care

*Hours
per week* *Hours
per year*

_____	_____	• Contacting choir members or choir parents regarding absenteeism, illness, or organizational or pastoral concerns
_____	_____	• Writing thank-you notes and arranging appropriate events to thank volunteers, parishioners
_____	_____	• Making hospital visits to choir members and/or their family members when needed
_____	_____	• Being a supportive member of the church staff
_____	_____	• Fielding parishioners' concerns and questions
_____	_____	• Attending important events in the lives of choir members and parishioners
_____	_____	SUBTOTAL

WORKSHEET TO CALCULATE TOTAL WORK HOURS

Enter subtotals of work from each of the categories above:

A
Per week

B
Per year

Administration		
Church Services		
Choir Director		
Organist		
Music Education and Outreach		
Continuing Education and Enrichment		
Pastoral Care		
Totals of columns A and B	A	B

Divide column **B** by the total number of weeks worked per year (excluding vacation and continuing education). Enter the result here: **C** _____

Add **C** to the total of column **A** for the **Total average hours per week:** _____

CHAPTER 5

DETERMINING A FAIR COMPENSATION

After the music program has been evaluated and a job description written, the time and skill required for the position should be estimated. The number of hours and level of expertise required will help determine the appropriate compensation. The salary level must enable the church musician to commit the requisite time and energy to the worship and musical life of the parish.

The following guidelines are designed for use both by religious institutions and by musicians as they determine fair compensation. The guidelines address the need for a musician to have an adequate standard of living within the context of general economic conditions and the cost of living in the geographic area. To determine an equitable compensation in any church music position one must take into account three important factors: *Time*, *Skill*, and *Special Considerations*.

Time

Time is the number of hours required to fulfill the duties of the position. The business world is accustomed to thinking in terms of positions as being "full-time" or "part-time." Many church music positions are part-time. The size and complexity of a church's music program generally determine the amount of time needed to accomplish its objectives. Larger programs with multiple choirs require more planning, individual practice, directing, and group rehearsal than smaller programs. Larger churches with correspondingly larger music programs often have more worship services, concerts, and special events. Other factors to be considered when determining the amount of time that a church music position requires include keyboard practice, rehearsal preparation, administrative and clerical tasks, staff and committee meetings, continuing education, related work for professional organizations, and service to the diocese and national church. (See Chapter 4 for more in-depth information to determine the *Time* requirements of a position.)

Skills

The skill level of the musician is the second critical factor in determining compensation. Skills derive from talent, training, and experience in many areas of music including organ technique, service playing, choral conducting, and knowledge of liturgy and theology. Other important factors in assessing skills include personal characteristics such as decision-making and leadership ability, the ability to motivate choirs and teach music to them and to congregations, and organizational and interpersonal skills. Just as some bishops, cathedral deans, and rectors are compensated at levels which are above diocesan norms, musicians who function at the most advanced levels within their profession may reasonably expect to be compensated at levels which at least meet, if not exceed, the available national salary and benefits guidelines.

Special Considerations

These considerations are particular to each parish but may have great impact on the compensation agreement:

- the role of music and liturgy in the parish
- the financial and physical resources of the church
- the cost of living in the area; housing and transportation costs
- the musical reputation and profile of the parish within the community and/or the broader Church.

Some Additional Questions to Consider

- Are you hiring the principal musician of the parish, who will be primarily responsible for the standards and vision of the music ministry, or an associate musician?
- If you are hiring an associate musician, will he/she – by virtue of experience, education, and skills – most aptly be described as:
 - a. the principal musician’s professional peer, having equal or nearly equal responsibility for the overall program; or will he/she clearly be
 - b. an assistant, whose musical and decision-making responsibilities are significantly less broad, and who works under the music director; or will he/she be
 - c. an apprentice, who is talented but inexperienced and at the early stage of his/her career, and thus more in the business of observing a master musician and acquiring skills than of leading and making significant program decisions?

Just as there are associate clergy who function at many levels of leadership and who are paid at various proportions to the rector or dean, so there is a broad range of associate musicians. The compensation packages for associate musicians, like those for their associate clergy colleagues, should be proportionate to their education, experience, skills, level of artistry, and responsibility for decision-making and leadership of the program.

- What are the diocesan guidelines for the compensation of lay employees? Does the parish meet, exceed or fail to meet them?
- Is the compensation package of the musician comparable to that of similarly educated, experienced, and gifted associate clergy and other professional staff of the parish?
- What is the cost of moving the musician to the community? For full-time or nearly full-time positions, moving costs should be borne by the church at the same rate as for associate clergy.
- Professional musicians, like clergy, expect to be paid sufficiently well to be able to afford to own their own home. In areas of the country where the high cost of housing might prevent this, parishes should seriously consider supplementary means of compensation. One possibility would be offering an annuity in addition to the lay pension plan required by The Episcopal Church (see General Convention Resolution D165 in Appendix 2). If the musician is forced to rent throughout his/her career, an additional annuity may provide the means, upon retirement, reasonably to afford either (a) to continue paying the high rents inherent in retiring locally, or (b) to relocate and purchase a domicile somewhere where housing prices are more affordable.
- As with other employers, religious institutions should not discriminate on the basis of gender, race, sexuality, disability, national origin, age, or other non-job-related consideration.

Church musicians expect a written employment agreement with an employing institution which outlines employment expectations, compensation, vacation time, sabbatical policies, benefits, and termination procedures.

The General Convention of The Episcopal Church has passed numerous resolutions (see Appendix II) which relate to lay employment issues. These should be duly considered when assembling a compensation package for any lay professional.

We believe that our baptismal covenant requires the church to “seek and serve Christ in all persons” and to “respect the dignity of every human being” in all matters related to the employment and compensation of clergy and lay professionals.

It should also be noted that it is nearly impossible for musicians to qualify as “independent contractors” under Internal Revenue Service code. This means that they must generally be hired as employees, and hence the church is responsible for paying their FICA and social security.

Benefits, in addition to salary, should include:

- Pension plan (see General Convention Resolution D165, page 36)
- Group health insurance, including general medical, dental, and vision coverage
- Life insurance
- Paid vacation
- Time and budget for continuing education and to attend professional conferences
- Moving expenses if relocation is required.

Also to be considered are:

- Short and long term disability insurance
- Provision for periodic sabbatical leave
- An annuity
- Car allowance
- Severance benefits based upon length of service.

Pro-rated benefits should be offered to lay professionals employed part-time in accordance with the directives of General Convention and diocesan guidelines.

It should be noted that the professional standard for **vacation** for church musicians is four weeks, including four Sundays. This will be the norm expected by any full-time professional musician, but it is also the norm for part-time musicians. Recognizing that, at some seasons of the church year (e.g., Advent, Christmas, Holy Week) the number of hours worked by the musician may more than double, compensatory time off (e.g. the week after Christmas and the week after Easter) is often appropriate, and should not count against the musician’s normal vacation time. Productive and fruitful relationships with your musicians will depend in part on how well you take care of them, and how able they are to take care of themselves and their personal lives. Time off is critical.

There are perhaps some special considerations for churches that employ part-time musicians. Part-time musicians often must work at other jobs to make a living. Even if they are fortunate enough not to require additional employment to live, by agreeing to work for the church every weekend, they find themselves constantly busy and tied down during the very time their families and friends are most likely to be free. It is advisable for parish vestries to consider, at the risk of stating the obvious, that working for the church is quite unlike working in most realms of secular employment, precisely because it entails the sacrifice of every weekend and obliges the musician to work on almost every major holiday. This is a quality-of-life issue that other people take for granted. As individuals and families have become busier, and the pace of American life more frantic, free time has become an even more precious commodity. Your musician will need “down time” to recharge and rejuvenate. (From a part-time church musician’s standpoint, “two weeks’ vacation” too often really means just two summer weekends off, when duties are likely to have been light anyway, and giving up the freedom to take off any of the other fifty weekends in the year.) For the personal well-being and health of your musician, it is advisable to err on the side of generosity with time off. Particularly in parishes that have difficulty paying their musicians adequately, additional time off is a logical way, and may be a much-appreciated means, to compensate your musician for the discrepancy between duties and what you are able to offer by way of salary and/or other benefits.

Salary

The 2023 AAM Compensation Survey Report is available at www.anglicanmusicinas.org/compensation and was developed as a replacement for the AAM Salary Guidelines (which were last updated in 2020). Dr. Erica Dollhopf was commissioned by the AAM Board to conduct this survey, since she had already completed the 2020 Vision Survey for the Association. The data contained in this survey is for informational purposes only. While AAM always hopes that its members will be fairly and adequately compensated for their work, AAM makes no specific recommendations to any hiring institution regarding compensation and the results of the survey in no way bind or commit AAM members or their employers in reaching agreements regarding compensation and benefits.

Any discussion of salary ranges should take into account three basic criteria: level of professional preparation, time expectations, and years of experience. Committees should also consider the local cost of living in arriving at their own estimate of appropriate ranges. Appropriate comparisons outside the church music profession might be made to compensation of schoolteachers and university professors, to secular professional musicians in the area, and to associate clergy.

In the same way that some bishops, cathedral deans, and rectors are compensated at levels which are above diocesan norms, musicians who function at the most advanced levels within their profession, or who work in parts of the country where the cost of living is especially high, may reasonably expect to be compensated at levels which at least meet, if not exceed, the available national salary and benefits guidelines.

To calculate regional differences in cost of living, AAM recommends use of the following site, sponsored by the National Association of Realtors and Homestore.com:

www.homefair.com

A useful resource to determine the effect of inflation on cost of living is the U.S. Department of Labor, Bureau of Labor Statistics website,

www.bls.gov/bls/inflation.htm

which tracks the Consumer Price Index (CPI). By clicking on the “CPI Inflation Calculator” link midway down the page, one may adjust outdated figures to their current, adjusted-for-inflation equivalents.

Other Important Considerations for the Church Musician’s Long-Term Financial and Personal Well-Being

It is important that the musician take responsibility for her or his financial well-being and planning, individually and in partnership with the hiring institution. Here are some of the suggested areas for individual financial consideration:

- Tax preparation advice (church musicians are sometimes allowed significant deductions)
- Financial planning with a professional
- Insurance (property, life)
- Retirement planning (savings and investments)
- Planning for possibility of job loss or cutback.

Inevitably, it is impossible to delineate all the elements of a good position description and working relationship. Both the institution and the musician must recognize the significance and importance of intangible elements for well-being as well as those which are easy to list or to see. Consider the following:

- Stress as a consequence of an ambitious work ethic or unrealistic time demands of the job
- The need for physical exercise
- The need for spiritual nurture and renewal
- The need for a healthy diet
- Work-related injuries for musicians (e.g. carpal tunnel syndrome)
- Substance abuse
- Sleep deficiency
- Burnout

CHAPTER 6

THE SEARCH PROCESS

In The Episcopal Church in the USA, the search process may take any number of forms. The rector (i.e. priest-in-charge) may interview and select the musician without the consultation or advice of a committee, or the rector may appoint a committee to help in the search and/or decision-making process. According to canon law, the rector (used here to denote rector, vicar, dean, or priest-in-charge) is responsible for securing the services of a musician for the parish.

The precise role of a committee and its relationship with the rector will vary from church to church. It is important that both the rector and the committee have a clear understanding from the outset of their respective roles and responsibilities in the search, especially in the decision-making process. When a committee is used, it should be small enough to function efficiently. The rector may or may not wish to act as the chair of such a committee.

Seeking assistance from outside the parish is sometimes advisable. The rector and committee may find it very helpful to engage a consultant such as a member of the diocesan music commission, a music faculty member of a nearby college, a musician from another parish, or a representative of a recognized professional organization such as the Association of Anglican Musicians. A sensitive and knowledgeable consultant can help in the process of evaluation and provide a broader perspective and basis for comparison. The job description might also be sent to the liturgy and/or music commission of the diocese, those of other dioceses, the American Guild of Organists (AGO), the American Choral Directors Association (ACDA), college and university music departments, or schools of music and prominent church musicians.

This process of study and consideration will take time. In some cases it may be advisable to hire an interim musician. To avoid misunderstandings, it is necessary to specify whether the interim person may be a candidate for the permanent position.

It is a professional courtesy to acknowledge the receipt of each application promptly. When applications have been received, each member of the search committee should review the information independently before the entire committee discusses the applications. After designating the most likely candidates, the committee may wish to ask each of those to submit additional information such as recordings, service music lists, or recital and concert programs, and the committee may wish to conduct telephone interviews with the strongest candidates. By such procedures, the list of candidates may be further reduced.

The committee should inform those applicants who are no longer being considered as soon as their names are eliminated from the list. When applying for a position, candidates put their futures into the realm of uncertainty, and it is a matter of great importance that committees keep them up to date concerning the status of their candidacy. **It is essential that all proceedings of the search process be kept confidential!** Failure to do so may create unnecessarily awkward and possibly even detrimental situations for your candidates in their current places of employment. A musician who is perfectly happy in his or her current job may be intrigued by your position and decide to apply simply to discern whether or not God is calling him/her to your parish. If the discernment process reveals that the person is not so called, indiscretion on the part of your search committee may cause hurt feelings and strain working relationships in your candidate's otherwise fulfilling parish when the parishioners discover that their musician explored the possibility of leaving.

Note: all applications should be kept until the hiring process is complete and destroyed thereafter.

In evaluating applications, the institution should seek persons whose accomplishments and/or aptitudes coincide with the goals of its music ministry. It is important, however, to keep in mind that the most successful church music program is tailored to a specific parish. It is quite possible that two institutions may use the skills

of the same musician in significantly different ways. Due to a variety of factors, including the monetary and personnel resources or worship customs of a parish, it is possible that a musician's current program may not reveal the breadth of his/her talents or be representative of what his/her performance would actually be in a new parish. A candidate's ability to tailor a music program to a specific parish is difficult to measure but, in the long run, it is among the most important qualities to seek.

Interviews, Auditions, and the Selection

After further considering the résumés, applications, and references of the applicants, the rector or committee invites the most promising candidates for an interview and audition. Only candidates who are under serious consideration should be invited. Interviewing a large number of candidates to give the impression of fairness is ultimately unfair to applicants who have made their futures vulnerable to your hiring process.

Candidates for the audition should know in advance specifically what is expected of them. Adequate practice time should be allowed for the candidates to become comfortable with the instrument. Because the amount of practice time required for each candidate will vary, the individual's wish in this regard should be accommodated. The instrument should be fully accessible to the candidate.

The audition may include:

- Playing one or two organ pieces. Specify if you wish to hear a piece that demonstrates keyboard virtuosity and whether or not the selection should be suitable to any specific liturgical context.
- Playing of hymns, service music, and anthem accompaniments. The committee should sing along and look for appropriate tempi, breathing spaces, clear beginnings and endings of verses, and solid rhythmic leadership.
- Playing alternate harmonizations for hymns and improvisations if expected.
- Conducting a choir, if this is a part of the job. An adequate number of singers should be gathered for the audition and anthems from the choir's normal repertory should be made available in advance. If professional singers are on the staff, they should be present. Choir members should have an opportunity to respond appropriately to the committee about the candidate.

At this point the most promising candidates might be invited to play a service (if so, they should be compensated), or a visit to the musician's current parish might be arranged, or the committee may feel prepared to make an offer of employment. It is incumbent upon the search committee or rector to notify all applicants in writing when a position is filled.

The work of a musician in the church is a ministry, and as such requires many abilities beyond musicianship and technical proficiency. In this respect, the interview is particularly important. The most successful interview is one in which there is a stimulating exchange of ideas. These could include discussion of management style, interests other than music, and other interests in the church. Questions in certain areas are prohibited by law, however, and should not be asked in an interview. Should a candidate who is not hired for the job be asked directly about the following areas, there may be grounds for a discrimination suit: age, race, ethnicity, sexual orientation, marital and parental status, handicaps, and veteran status. It is important to deal candidly but politely with any areas of concern arising from references and applications.

The candidate will be equally keen to have a clear understanding of the parish and the scope and expectations of the job. An applicant will need to ask the tough questions that the musician leaving the position cannot answer, and the search committee should be prepared to give honest and complete answers. What is good about the music program, what changes are desired, and why is the institution looking for new music leadership? Who holds power in the institution? How are liturgical and musical decisions made? What is the congregation's policy on fair employment practices? Is there a personnel policy? If the tough questions are avoided or the responses given to them are unsatisfactory (e.g., because the answers are classified as "confidential" or committed to "silence"), the candidate will see these as "red flag" issues.

A Search Process Checklist

- _____ Evaluate the current scope of responsibilities of the musician.
- _____ Evaluate the effectiveness of the existing music program. Are changes needed?
- _____ Write a job description based on current needs.
- _____ Determine a fair compensation range.
- _____ Advertise the position.
- _____ Review applications.
- _____ Select the strongest candidates; seek additional information to reduce the list further.
- _____ Check references.
- _____ Inform eliminated candidates that they are no longer under consideration.
- _____ Based on additional information gathered, select a final short list.
- _____ Inform eliminated candidates that they are no longer under consideration.
- _____ Meet with potential candidates.
- _____ Offer the job; negotiate and agree upon compensation; determine a mutually agreeable date to announce the appointment publicly.
- _____ Exchange signed contracts.
- _____ Inform the candidates from the final short list who are not selected of your decision.
- _____ Announce the appointment.
- _____ Prepare to welcome and orient your new musician.

AAM Placement Service

The Association of Anglican Musicians maintains a Placement Service to assist hiring institutions in search of a qualified musician. This service was established to serve Episcopal churches, cathedrals, colleges, and schools that are in the process of calling a musician, and these vacancy notices are distributed to AAM members as a benefit of membership in the Association. The placement notices are available in a private area of the AAM website for all AAM members.

Institutions should go to the Placement Service page of our website, www.anglicanmusicians.org, or follow this link, <https://anglicanmusicians.org/placement-service/>, to the Placement Listing Request Form. The form collects information about the church and has a place to include a brief job description. (A full job description should be made available on the institution's website, with a link to it provided in the brief description.)

Churches, cathedrals, colleges, and schools seeking a musician are advised to take the occasion of the vacancy to evaluate the institution's present program of music and liturgical practice in order to plan thoughtfully for future development as well as for creative continuation of present programs and ministries. Many rectors and parishes choose to also employ the assistance of a professional consultant (another local parish musician, seminary musician, university or college musician, etc.) to assist with the evaluation and interview processes.

For information on AAM placement, see www.anglicanmusicians.org

CHAPTER 7

THE EMPLOYMENT AGREEMENT

Two models for suggested employment agreements are presented in the Appendix IV as a useful guide. Such an agreement creates a mutually responsible relationship at the time of employment and strengthens the ministries of the vestry, rector, and musician. Such agreements have been encouraged by the General Conventions since 1988. (See Appendix II, pages 36 and 39.)

Regardless of whether the church offers the musician a written contract or letter agreement, both church and musician should come to an agreement on severance benefits, just as they do on health benefits. Typical severance is 3 weeks for each year of employment up to a maximum of 9 months. Health benefits can also be negotiated to cover the severance period so that the COBRA option, for which the musician must pay, begins at the end of the severance payments (assuming they are made monthly through a period equal to the number of years of employment). If severance is made as a lump sum, this option will not be available.

When the position is offered to the most suitable candidate, there should be further discussion of the details of salary and benefits. The job description may also need to be altered somewhat to take into account the musician's unique abilities and interests.

*I was glad when they said to me, "Let us go to the house of the Lord."
Because of the house of the Lord our God, I will seek to do you good. Psalm 122:1,9*

CHAPTER 8

HIRING AND WELCOMING THE CHURCH MUSICIAN

When the time comes to hire the church musician, it is essential that the circumstances of employment be clearly outlined and understood both by the church staff and by the interviewing committee.

- Issue a call
- Review the job description and compensation with the new musician, making adjustments if necessary
- Both parties sign the contract or employment agreement
- Inform all of the finalists of your choice
- Publicly announce the appointment
- Make arrangements to welcome and orient your new musician

In The Episcopal Church it is appropriate to welcome the new musician into the parish and community with a formal rite, preferably at the principal Sunday service (see "Commissioning Directors of Music, Organists, and other Musicians" in the *Book of Occasional Services 2003*, p.188). The musician should be introduced to and welcomed by parish organizations and given assistance in getting settled and meeting colleagues in the community.

APPENDIX I
PROVISION OF THE CANONS OF THE EPISCOPAL CHURCH (1988)
REGARDING MUSIC AND MINISTRY

Title II, Canon 6, Section 1:

It shall be the duty of every Minister to see that music is used as an offering for the glory of God and as a help to the people in their worship in accordance with *The Book of Common Prayer* and as authorized by the rubrics or by the General Convention of this Church. To this end the Minister shall have final authority in the administration of matters pertaining to music. In fulfilling this responsibility the Minister shall seek assistance from persons skilled in music. Together they shall see that music is appropriate to the context in which it is used.

APPENDIX II
GENERAL CONVENTION RESOLUTIONS

Resolution on Employee Relations

Passed at the 1988 General Convention

Resolved, the House of (Bishops) (Deputies) concurring, that this 69th General Convention encourages all hiring authorities of the Church to define employment relationships with their employees by means of written policies or agreements, which should include procedures for performance review and dispute resolution.

Require Episcopal Church Bodies to Provide a Pension Plan for Lay Employees

Resolution Number D165 (Concurred 1991 as amended)

Final Text:

Resolved, the House of Bishops concurring, That all Parishes, Missions, and other ecclesiastical organizations or bodies subject to the authority of this Church, and any other societies, organizations, or bodies in the Church which under the regulations of the Church Pension Fund have elected or shall elect to come into the pension system, shall provide all lay employees who work a minimum of 1,000 hours annually retirement benefits through participation in the Episcopal Church Lay Employees Retirement Plan (ECLERP) or in an equivalent plan, the provisions of which are at least equal to those of ECLERP. Such participation shall commence no later than January 1, 1993. At its commencement, if the plan is a defined benefit plan, the employer contribution shall be not less than 9 percent of the employee's salary; if the plan is a defined contribution plan, the employer shall contribute not less than 5 percent and agree to "match" employee contributions of up to another 4 percent; and be it further

Resolved, That the employer may impose a minimum age of 21 years and a minimum employment period not to exceed one year of continuous employment before an employee would be eligible to participate; and be it further

Resolved, That the Trustees of The Church Pension Fund shall have authority to increase or decrease the contribution percentages required for the lay pension plan; and be it further

Resolved, That each Diocese of this Church shall implement this resolution by Diocesan Canon or appropriate resolution.

Urge Church Bodies to Discontinue Unjust Employment Practices

Resolution A094 (Concurred 1997 as substituted)

Final text:

Resolved, That the 72nd General Convention urge all dioceses, congregations, and Episcopal institutions to discontinue the practice of involuntary termination of employment for no cause, including the practice of requiring pro forma resignations of employees upon the change of bishops or clergy in charge; and be it further

Resolved, That dioceses, congregations, and Episcopal institutions be encouraged to develop plans for reviews that will help all parties involved make decisions concerning issues of employment, including termination of employment, which are just and that respect the dignity of all parties involved.

Recommend Parity Between Clergy and Lay Employees

Resolution B018 (Concurred in 1997 as substituted and amended)

Final Text:

Resolved, That the Episcopal Church recommend parity between clergy and lay employees serving in equivalent positions with regard to salary, pension, insurance and benefits, including medical and professional development as described by the Equal Employment Opportunities Commission of the United States Department of Labor; and be it further

Resolved, That all dioceses, churches, and institutions of the Episcopal Church be urged to make and implement this recommendation for all such employees; and be it further

Resolved, That compensation and benefits for non-professional contract and temporary employees accord with United States fair labor policies.

Call on Dioceses to Maintain Continuing Education for Clergy and Lay Professionals

Resolution A074 (Passed in 2000)

Resolved, That the 73rd General Convention call for the continuation of the work of resolution D034a passed by the 72nd General Convention, which reads as follows:

"That each diocese, through the cooperative efforts of the bishop and the commission on ministry, or other designated body, shall be responsible for:

Establishing minimum standards for continuing education, including what constitutes an acceptable program and the number of days or hours required per year;

Providing the ways and/or means, in collaboration with the leadership in the diocese, parish, and/or other institution, for continuing education to be made available to all clergy and lay professionals;

Developing standards and methods of accountability for assurance of compliance with their plan."

The plan devised by each diocese shall be submitted to the Standing Commission on Ministry Development and the Commission shall present guidelines for minimum hours or days for continuing education and make recommendations with provisions to the various dioceses and to the 74th General Convention.

Referring a Resolution on Dispute Resolution for Church Employees and Licensed Lay Persons

Resolution D013 (Referred in 2000 to a Standing Commission by both Houses)

Resolved, the House of Deputies concurring, That during the next triennium (2000-2003) the Standing Commission on Ministry Development, in consultation with the Standing Commission on Constitution and Canons, study the issues involved in due process and adjudication of disputes for all church employees and Licensed Lay Persons, and develop appropriate guidelines and canons for lay employees, Licensed Lay Persons, and their ministries for consideration at the 2003 General Convention.

Urge Dioceses to Adopt Principles and Guidelines on Employment Practices in the Church Workplace (commonly known as "Justice and Accountability in the Church Workplace")

Resolution D015a (Passed in 2000)

Resolved, That this 73rd General Convention calls on each diocese to present to its convention principles and guidelines of justice and accountability in the church workplace for discussion and action; and be it further

Resolved, That other Episcopal organizations and institutions discuss and act on these principles and guidelines similarly; and be it further

Resolved, That the attached principles and guidelines from the Colloquium of Episcopal Professional and Vocational Associations be a part of that discussion; and be it further

Resolved, That the Executive Council monitor and report back to the 74th General Convention on the progress of these discussions and actions.

Principles and Recommended Guidelines

If the Episcopal Church is to fulfill its mission to the world to proclaim and to teach gospel values of personal dignity and justice in our common life, we must practice those same values in our everyday Church working relationships. Workplace issues such as wages, *pro forma* resignations, and regular evaluations should not be addressed apart from the principles of our Baptismal Covenant.

People who work in the Church—including bishops, kitchen aides, presbyters, headmasters, sextons, deacons, secretaries, musicians, youth workers, teachers, administrators, and others—each, according to assigned responsibilities and personal talents, serve the Church’s mission.

Therefore, in our various church workplaces—parishes, schools, seminaries, camps, institutions, diocesan and national church administration, and so on—we need to promote the right ordering of relationships by fostering the principles of personal dignity, justice, accountability, and participation. By such principles we seek to promote both the dignity of individuals and the corporate responsibilities of church institutions.

Using such principles, it is imperative that we develop church workplace procedures and policies that honor the rights of individuals while serving faithfully the over-arching common good entrusted to us as the church, that is, the mission of Jesus Christ to the World.

1. Employment policies and practices in The Episcopal Church—recruitment, selection, training, policy development, salary, benefits, due process, termination, and retirement—must manifest respect for the dignity of every person, in accord with The Baptismal Covenant.
2. Respect for the mission, ideals, and structures of the organization is expected of all who work within the Church.
3. Respect for the rights and responsibilities of each worker is essential to church workplaces.

Employment Practices for Laity and Clergy

The Call

1. The format of the calling process is to be publicly stated in writing.
2. The description of each position and its requirements is to be clearly defined in writing.
3. A definite calendar and sequence of the process is to be publicly stated in writing.
4. Members of the calling Community are to be represented in the selection process.

The Covenant Between the Person Called and the Calling Community

1. The responsibilities of the person called are to be stated in a clear and definite format within a written covenant.
2. The responsibilities of the calling community to the person called are to be stated in a clear and definite format within a written covenant.
3. Provision for mutual, annual evaluation is to be included in the written covenant.
4. The dates for the inception and expiration of the covenant are to be specified with the written covenant.
5. A complete compensation package, including how and when it will be reviewed, is to be specified within the written covenant.

Continuing the Covenant

1. The spiritual, mental, physical, and social health of every employee deserves support through opportunities for professional development, spiritual nurture, personal growth, and personal time.
2. A standard and regular process of mutual reporting by all parties on their covenanted responsibilities is essential to their shared ministry.
3. All parties share responsibility for fostering a wholesome working environment.

Ending the Covenant

1. Sufficient notice is to be given by either party intending not to renew the covenant upon its stated expiration.
2. When a covenant is not renewed, reasons for the decision are to be given.
3. Appropriate assistance for continuing ministry is to be offered by and to each party.

4. The covenant may be ended, by mutual agreement, prior to the expiration of its stated term.
5. If one party believes the provisions of the covenant are not being fulfilled and wishes to terminate the covenant prior to the expiration of its stated term:
 - a. When applicable, canonical procedures will be followed.
 - b. Written documentation, based on the provisions of the covenant, must be presented by the terminating party.
6. The dignity of all parties shall be respected in leave-taking. Leave-taking should be marked by the community in a mutually agreed-upon manner.

Denominational Health Plan

Resolution A177 (Passed 2009)

Sec. 1. The Church Pension Fund, a corporation created by Chapter 97 of the Laws of 1914 of the State of New York as subsequently amended, is hereby authorized to establish and administer the clergy pension system, including life, accident and health benefits, of this Church, substantially in accordance with the principles adopted by the General Convention of 1913 and approved thereafter by the several Dioceses, with the view to providing pensions and related benefits for the Clergy who reach normal age of retirement, for the Clergy disabled by age or infirmity, and for the surviving spouses and minor children of deceased Clergy. The Church Pension Fund is also authorized to establish and administer the denominational health plan of this Church, substantially in accordance with the principles adopted by the General Convention of 2009 in Resolution A177, with the view to providing health care and related benefits for the eligible Clergy and eligible lay employees of this Church, as well as their eligible dependents.

Sec. 3. For the purpose of administering the pension system, The Church Pension Fund shall be entitled to receive and to use all net royalties from publications authorized by the General Convention, and to levy upon and to collect from all Parishes, Missions, and other ecclesiastical organizations or bodies subject to the authority of this Church, and any other societies, organizations, or bodies in the Church which under the regulations of The Church Pension Fund shall elect to come into the pension system, assessments based upon the salaries and other compensation paid to Clergy by such Parishes, Missions, and other ecclesiastical organizations or bodies for services rendered currently or in the past, prior to their becoming beneficiaries of the Fund. For the purpose of administering the denominational health plan, The Church Pension fund shall determine the eligibility of all Clergy and lay employees to participate in the denominational health plan through a formal benefits enrollment process, and The Church Pension Fund shall be entitled to levy upon and collect contributions for health care and related benefits under the denominational health plan from all Parishes, Missions, and other ecclesiastical organizations or bodies subject to the authority of this Church with respect to their Clergy and lay employees.

Establishing a Mandatory Lay Employee Pension System

Resolution A138 (Passed in 2009)

Resolved, the House of Deputies concurring, That this Church establish a mandatory lay employee pension system for employees who are scheduled to work a minimum of 1,000 hours annually for any domestic Diocese, Parish, Mission or other ecclesiastical organization or body subject to the authority of the Church, in accordance with the following principles:

1. The lay employee pension system shall provide benefits that shall, initially, include defined benefit plan(s) and defined contribution plan(s);
2. If a defined benefit plan is selected, the employer assessment and/or contribution shall be not less than nine (9) percent of the employee's compensation; if a defined contribution plan is selected, the employer shall contribute not less than five (5) percent of the employee's compensation and match at least four (4) percent of the employee's contributions. The Trustees of The Church Pension Fund shall have the authority to increase or decrease the assessment and/or contribution percentages required for the lay pension system;
3. Existing defined benefit plans will be permitted to continue as long as their plan design delivers pension benefits not less than the pension benefits required by this Resolution, as determined by the plan administrator. If the plan does not provide the pension benefits required by this Resolution, such plan shall be amended to provide for such pension benefits no later than January 1, 2012.

4. The lay employee pension system shall be designed and administered by the Trustees and officers of The Church Pension Fund; the investment managers of the system shall initially include, but not necessarily be limited to, The Church Pension Fund and, in the case of a defined contribution plan offered to school employees, TIAA-CREF;
5. The lay employee pension system will be operated on a financially sound basis, as determined by the Trustees of the Church Pension Fund;
6. Other societies, organizations, or bodies in the Church not mandated to participate may, under the regulations of The Church Pension Fund, elect to come into the lay employee pension system;
7. No right or obligation to have assessments paid on compensation paid prior to plan participation will be part of the mandatory lay employee pension system;
8. Service in the Episcopal Church prior to plan implementation shall be recognized for vesting purposes;
9. The implementation of the mandatory lay employee pension system shall be completed no sooner than January 1, 2011 and no later than January 1, 2012; and
10. Further study be undertaken by The Church Pension Fund on the feasibility of inclusion of overseas Episcopal dioceses in the lay employee pension system and report back to the 77th General Convention; and be it further

Resolved, That Canon I.8 shall be amended as follows:

Canon 8: Of the Church Pension fund
Denominational Health Plan
Resolution A177 (Passed 2009)

Resolved, the House of Deputies concurring, That this church establish The Denominational Health Plan of this church for all domestic dioceses, parishes, missions, and other ecclesiastical organizations or bodies subject to the authority of this church, for clergy and lay employees who are scheduled to work a minimum of 1,500 hours annually, in accordance with the following principles:

1. The Denominational Health Plan shall be designed and administered by the Trustees and officers of The Church Pension Fund, following best industry practices for comparable plans;
2. The Denominational Health Plan shall provide that, subject to the rules of the plan administrator, each diocese has the right to make decisions as to plan design options offered by the plan administrator, minimum cost-sharing guidelines for parity between clergy and lay employees, domestic partner benefits in accordance with General Convention Resolution 1997-C024 and the participation of schools, day care facilities and other diocesan institutions (that is, other than the diocese itself and its parishes and missions) in The Denominational Health Plan;
3. The Denominational Health Plan shall provide benefits that are comparable in coverage to those benefits currently provided by the domestic dioceses and parishes of this church;
4. The Denominational Health Plan shall provide equal access to health care benefits for eligible clergy and eligible lay employees;
5. The Denominational Health Plan shall provide benefits through The Episcopal Church Medical Trust, which shall be the sole plan sponsor for such benefits and continue to be operated on a financially sound basis;
6. The Denominational Health Plan shall have a church-wide advisory committee that is representative of the broader church and appointed by The Church Pension Fund, and such church-wide advisory committee shall receive an annual report about the status of The Denominational Health Plan;
7. For purposes of this Resolution, the term "domestic" shall mean ecclesiastical organizations and bodies located in the United States, including the Dioceses of Puerto Rico and Virgin Islands;

8. The Church Pension Fund shall continue to work with the Dioceses of Colombia, Convocation of American Churches in Europe, Dominican Republic, Ecuador Central, Ecuador Litoral, Haiti, Honduras, Micronesia, Taiwan and Venezuela to make recommendations with respect to the provision and funding of healthcare benefits of such dioceses under The Denominational Health Plan; and

9. The implementation of The Denominational Health Plan shall be completed as soon as practicable, but in no event later than by the end of 2012; and be it further

Resolved, That Canon I.8 shall be amended as follows:

Sec. 1. The Church Pension Fund, a corporation created by Chapter 97 of the Laws of 1914 of the State of New York as subsequently amended, is hereby authorized to establish and administer the clergy pension system, including life, accident and health benefits, of this Church, substantially in accordance with the principles adopted by the General Convention of 1913 and approved thereafter by the several Dioceses, with the view to providing pensions and related benefits for the Clergy who reach normal age of retirement, for the Clergy disabled by age or infirmity, and for the surviving spouses and minor children of deceased Clergy. The Church Pension Fund is also authorized to establish and administer the denominational health plan of this Church, substantially in accordance with the principles adopted by the General Convention of 2009 in Resolution A177, with the view to providing health care and related benefits for the eligible Clergy and eligible lay employees of this Church, as well as their eligible dependents.

Sec. 3. For the purpose of administering the pension system, The Church Pension Fund shall be entitled to receive and to use all net royalties from publications authorized by the General Convention, and to levy upon and to collect from all Parishes, Missions, and other ecclesiastical organizations or bodies subject to the authority of this Church, and any other societies, organizations, or bodies in the Church which under the regulations of The Church Pension Fund shall elect to come into the pension system, assessments based upon the salaries and other compensation paid to Clergy by such Parishes, Missions, and other ecclesiastical organizations or bodies for services rendered currently or in the past, prior to their becoming beneficiaries of the Fund. For the purpose of administering the denominational health plan, The Church Pension fund shall determine the eligibility of all Clergy and lay employees to participate in the denominational health plan through a formal benefits enrollment process, and The Church Pension Fund shall be entitled to levy upon and collect contributions for health care and related benefits under the denominational health plan from all Parishes, Missions, and other ecclesiastical organizations or bodies subject to the authority of this Church with respect to their Clergy and lay employees.

Establishing a Mandatory Lay Employee Pension System

Resolution A138 (Passed in 2009)

Resolved, the House of Deputies concurring, That this Church establish a mandatory lay employee pension system for employees who are scheduled to work a minimum of 1,000 hours annually for any domestic Diocese, Parish, Mission or other ecclesiastical organization or body subject to the authority of the Church, in accordance with the following principles:

1. The lay employee pension system shall provide benefits that shall, initially, include defined benefit plan(s) and defined contribution plan(s);
2. If a defined benefit plan is selected, the employer assessment and/or contribution shall be not less than nine (9) percent of the employee's compensation; if a defined contribution plan is selected, the employer shall contribute not less than five (5) percent of the employee's compensation and match at least four (4) percent of the employee's contributions. The Trustees of The Church Pension Fund shall have the authority to increase or decrease the assessment and/or contribution percentages required for the lay pension system;
3. Existing defined benefit plans will be permitted to continue as long as their plan design delivers pension benefits not less than the pension benefits required by this Resolution, as determined by the plan administrator. If the plan does not provide the pension benefits required by this Resolution, such plan shall be amended to provide for such pension benefits no later than January 1, 2012.
4. The lay employee pension system shall be designed and administered by the Trustees and officers of The Church Pension Fund; the investment managers of the system shall initially include, but not necessarily be limited to, The

Church Pension Fund and, in the case of a defined contribution plan offered to school employees, TIAA-CREF;

5. The lay employee pension system will be operated on a financially sound basis, as determined by the Trustees of the Church Pension Fund;

6. Other societies, organizations, or bodies in the Church not mandated to participate may, under the regulations of The Church Pension Fund, elect to come into the lay employee pension system;

7. No right or obligation to have assessments paid on compensation paid prior to plan participation will be part of the mandatory lay employee pension system;

8. Service in the Episcopal Church prior to plan implementation shall be recognized for vesting purposes;

9. The implementation of the mandatory lay employee pension system shall be completed no sooner than January 1, 2011 and no later than January 1, 2012; and

10. Further study be undertaken by The Church Pension Fund on the feasibility of inclusion of overseas Episcopal dioceses in the lay employee pension system and report back to the 77th General Convention; and be it further

Resolved, That Canon I.8 shall be amended as follows:

Canon 8: Of the Church Pension fund

Sec. 1 The Church Pension Fund, a corporation created by Chapter 97 of the Laws of 1914 of the State of New York as subsequently amended, is hereby authorized to establish and administer the clergy pension system, including life, accident and health benefits, of this Church, substantially in accordance with the principles adopted by the General Convention of 1913 and approved thereafter by the several Dioceses, with the view to providing pensions and related benefits for the Clergy who reach normal age of retirement, for the Clergy disabled by age or infirmity, and for the surviving spouses and minor children of deceased Clergy. The Church Pension Fund is also authorized to establish and administer the lay employee pension system of the Church, substantially in accordance with the principles adopted by the General Convention of 2009, with the view to providing pensions and related benefits for the eligible lay employees of this Church, as well as their eligible beneficiaries.

Sec. 3. For the purpose of administering the pension system, The Church Pension Fund shall be entitled to receive and to use all net royalties from publications authorized by the General Convention, and to levy upon and to collect from all Parishes, Missions, and other ecclesiastical organizations or bodies subject to the authority of this Church, and any other organizations, or bodies in the Church which under the regulations of The Church Pension Fund shall elect to come into the pension system, assessments based upon the salaries and other compensation paid to Clergy by such Parishes, Missions, and other ecclesiastical organizations or bodies for services rendered currently or in the past, prior to their becoming beneficiaries of the Fund. For the purpose of administering the lay employee pension system, The Church Pension Fund shall be entitled to collect from all Parishes, Missions, and other ecclesiastical organizations or bodies subject to the authority of this Church, and any other societies, organizations, or bodies in the Church which under the regulations of The Church Pension Fund shall elect to come into the lay employee pension system, assessments and/or contributions based upon the salaries and other compensation paid to eligible lay employees by such Parishes, Missions, and other ecclesiastical organizations or bodies.

EXPLANATION

Resolution D165, approved by the 1991 General Convention, stated: Require Episcopal Church Bodies to Provide a Pension Plan for Lay Employees

Resolved, the House of Bishops concurring, That all Parishes, Missions, and other ecclesiastical organizations or bodies subject to the authority of this Church, and any other societies, organizations, or bodies in the Church which under the regulations of the Church Pension Fund have elected or shall elect to come into the pension system, shall provide all lay employees who work a minimum of 1,000 hours annually retirement benefits through participation in the Episcopal Church Lay Employees Retirement Plan (ECLERP) or in an equivalent plan, the provisions of which are at least equal to those of ECLERP. Such participation shall commence no later than

January 1, 1993. At its commencement, if the plan is a defined benefit plan, the employer contribution shall be not less than 9 percent of the employee's salary; if the plan is a defined contribution plan, the employer shall contribute not less than 5 percent and agree to "match" employee contributions of up to another 4 percent; and be it further

Resolved, That the employer may impose a minimum age of 21 years and a minimum employment period not to exceed one year of continuous employment before an employee would be eligible to participate; and be it further
Resolved, That the Trustees of The Church Pension Fund shall have authority to increase or decrease the contribution percentages required for the lay pension plan; and be it further

Resolved, That each Diocese of this Church shall implement this resolution by Diocesan Canon or appropriate resolution.

Since 1991, there have been several other Resolutions which addressed this issue. Most recently, in 2006, General Convention, in Resolution A125, said, in pertinent part: *Resolved*, That the Convention authorize and request the Church Pension Group to conduct a survey of lay employees concentrating on employee demographics, the exercise of authority in the employment setting, and compensation and benefits. The Bishop or other ecclesiastical authority of each diocese shall be requested to supply relevant data for each employing unit in the diocese to the Church Pension Group. The findings of the survey and any recommendations for action, if appropriate, shall be reported to the 76th General Convention; and be it further

Resolved, That the Office of Ministry Development take the lead in determining the best way to conduct a feasibility study examining whether pension benefits for lay employees should be made compulsory and be administered by a single provider. The results of said study shall be reported, along with recommendations for action, if appropriate, to the 76th General Convention.

The Task Force to Study Employment Policies and Practices in The Episcopal Church has conducted the requested study and has determined that the 1991 Resolution has been complied with to a substantial degree (approximately 80% of the domestic dioceses, two-thirds of congregations and 93% and 70%, respectively, of the eligible lay employees), but many hundreds of eligible employees remain uncovered and there are considerable inequities, as for example, 77% of eligible male employees are covered while only 68% of females are.

It is simply time to live up to the commitment of the church in 1991. The cost of pension coverage described in the 1991 Resolution and herein would be, on average, 6/10s of 1% of parish budgets, with the cost for the smallest congregations approximately 1%, which congregations are least likely to have eligible employees.

Sec. 1 The Church Pension Fund, a corporation created by Chapter 97 of the Laws of 1914 of the State of New York as subsequently amended, is hereby authorized to establish and administer the clergy pension system, including life, accident and health benefits, of this Church, substantially in accordance with the principles adopted by the General Convention of 1913 and approved thereafter by the several Dioceses, with the view to providing pensions and related benefits for the Clergy who reach normal age of retirement, for the Clergy disabled by age or infirmity, and for the surviving spouses and minor children of deceased Clergy. The Church Pension Fund is also authorized to establish and administer the lay employee pension system of the Church, substantially in accordance with the principles adopted by the General Convention of 2009, with the view to providing pensions and related benefits for the eligible lay employees of this Church, as well as their eligible beneficiaries.

APPENDIX III

EMPLOYMENT RESOURCES

Concerning Conflict Resolution

The Association of Anglican Musicians seeks to promote excellence in church music by fostering a relationship of mutual respect and trust between clerics and musicians. However, conflict situations do arise in the exercise of ministry between clerics and church musicians, sometimes threatening the continuing employment of the musician.

The Association of Anglican Musicians has an active Professional Concerns and Development Committee (PCDC) that will investigate inequities or other employment complaints. Upon invitation, the Association will mediate or will otherwise help to resolve conflict between its members and employers.

The Association is opposed to *pro forma* resignations by lay staff when a new rector is called to a Parish, since such resignations are not required by the Canons of the Episcopal Church. Such resignations are demeaning to the professional and personal lives of Parish staff members because they reinforce within the church a system of paternalism that honors neither the ministry nor the dignity of every human being.

The PCDC has procedures for dealing with conflict and is willing to assist any member with conflict resolution. Foremost in this process is the desire to facilitate communication so that trust may be re-established, wounds healed, and a common ministry shared.

Thoughts on Separation from Employment

Each time a musician leaves a parish, a ministry comes to an end not only for the musician but also for the parish. The procedures that members of the clergy use for terminating a ministerial relationship with a parish are valuable for the church musician as well.

The following seven closure tasks are suggested to the musician:

1. *Take control of the situation* after your resignation has been announced. This means listing and arranging for personal or written contact with those people or groups with whom you have had a relationship.
2. *Get your affairs in order.* This means leaving things so that your successor can identify appropriate tasks. It does not mean planning anthems for six months after you are gone.
3. *Let go of old grudges.* Carrying grudges with you to your new ministry will render it dysfunctional.
4. *Say "Thank you."* This is a time to share deep feelings with those who have been significant in your ministry.
5. *Be honest and straightforward as possible about your reasons for leaving.* Parishioners need to know if you are making a move for career advancement rather than leaving because of something they did. However, if there are issues of disagreement, these need to be addressed appropriately.
6. *Say goodbye.* Parishioners will often want to give you a farewell party that will provide an opportunity for them to deal with the separation and to thank you for your ministry. Such an occasion is extremely important not only for you, but also for the parishioners and for the future musician.
7. *Stay away once you are gone.* Leave your successor to carry on the job for the health of the parish.

The following closure issues are suggested for the consideration of parishes, clergy, and vestries:

1. *Balance the needs of the parish* for change with the impact on the church musician and the musician's family. Persons working in church environments deserve to be treated with respect even when a parting of the ways seems necessary and justified. When all parties work cooperatively to seek reasonable and caring ways to

resolve differences or accomplish a change in staff, the spiritual well-being of the whole parish family is protected and enhanced.

2. *Provide for a reasonable severance* so that a musician can find alternative employment. Openings for musicians may be geographically distant or take several months for the selection process to occur. Parishes should consider this especially where termination is not for “cause.”
3. *Allow for adequate leave taking* between the musician, staff, choirs, and parish. This will encourage the normal process of grieving so that a new musician can enter an environment that is looking forward to the future rather than still addressing the pain of loss.

APPENDIX IV

SAMPLE WRITTEN EMPLOYMENT AGREEMENTS

Introduction

Two sample employment agreements set out below: a Contract for Employment (page 47) and a Letter Agreement for Employment (page 51). Both are useful guides and tools for church musicians and employing institutions. They are, however, *only* a tool and guide and should not be relied upon blindly by anyone entering into a contractual relationship with a hiring “parish” (used to denote parish, mission, cathedral, or school). Persons should be aware of what these agreements will and will not do for them.

Initially, it should be noted that both sample documents describe with a high degree of specificity the precise duties and obligations of both the musician and the hiring parish. The list of duties and responsibilities is not exhaustive. It is certain that there will be situations where some of the particular provisions will not apply, and where some additional provisions will have to be incorporated into the document to address the needs of a particular job. This is an expected and desirable use of the sample agreements. There is no magic language in any of the duty-descriptive portions of the document, and these may be tailored to suit individual situations.

The only section of the document that should not be altered without advice and serious thought are the provisions for termination. The section dealing with termination for cause gives the musician approximately the same degree of job security normally afforded to municipal garbage workers, minor bureaucratic functionaries and the like—the basic protection of due process, that is, notice of charges and an opportunity to be heard before an unfavorable action is taken against the employee. It is possible for a job to terminate simply because the agreement is not renewed. All parties are required to give proper notice of intent not to renew the agreement, but there is nothing which requires its renewal. This reflects conditions in the workplace where employees are not accorded seniority or tenure. Because of this possibility, the communication between hiring clerics and musicians required under the agreement becomes particularly important.

These sample agreements afford considerable protection not only to the musician but also to the parish hiring the musician. As an arm’s-length transaction between employer and employee, it tends to resolve with clarity many of the vague and imprecise understandings that currently exist between musicians and their employers. The agreements place substantial responsibility upon both parties. In short, it is an attempt to address all of the issues which should be addressed by the musician and the hiring institution when an employment relationship is begun.

It is strongly advised that any musician using this form consult with an attorney practicing in the jurisdiction where the employment relationship will exist and draft an employment agreement. These documents do not attempt to address any peculiarities of law as they may differ from state to state. The numbered endnotes apply to both sample agreements, although they are provided here for informational purposes and would be omitted from any final agreement to be signed by musician and employer.

State of _____¹

County of _____

CONTRACT FOR EMPLOYMENT

This agreement made and entered into this _____ day of _____, 20____², by and between the Rector, Wardens, and Vestry of _____ Parish³, their successors and assigns⁴, Parties of the First Part, and _____, Party of the Second Part, who herewith covenant and agree as follows:

The Parties of the First Part ("Parish") agree to employ and the Party of the Second Part ("Musician") agrees to accept employment as principal Parish musician⁵ for the Parish of _____. In this ministry, Musician will be involved as a pastor, as an educator and as the principal musician of the Parish. Musician's pastoral concern for and counsel to all members of the choir and Parish are to exemplify the Christian spirit. As an educator, Musician will teach music and explain liturgical concepts. As a musician, Musician will be diligent in preparation and performance, and will cooperate with others to provide and enable the highest possible standard of worship in the Parish.

In the employ of Parish, Musician shall:⁶

1. Provide music and musical leadership at the regular Sunday services of Parish, for Holy Week, Christmas and the following additional services that are part of Parish's liturgical custom and cycle: _____

2. Be responsible for participation in planning these services in conjunction with the Rector and such other staff as the Rector may include in liturgical planning activities.

3. Provide or arrange for the provision of music at weddings and funerals scheduled to be conducted in the Parish, and provide such consultation and advice to wedding parties or families of the deceased as is necessary to achieve the pastoral and liturgical aims of the services.

4. Be responsible for the administration and expenditure of the music budget. Musician should be prepared at any time to provide an accounting of music budget funds and their expenditure to the Rector, the Parish treasurer, the financial secretary, the Wardens and Vestry, and any other financial officer of the Parish authorized or designated by the Rector to receive such information.

5. Recruit, train and rehearse the choirs, ensembles and singers of the Parish and lead congregational training sessions as may be required.⁷

6. Be responsible for the choir library and the musical instruments of the Parish. Musician shall make any necessary arrangements for the care and maintenance of the instruments in the Parish at the expense of the Parish. Musician shall maintain the music library of the Parish in an orderly and organized fashion and shall maintain, at Parish expense, a suitable number of copies of musical pieces to enable performance by the Parish ensembles of those pieces. Musician shall not engage in the unauthorized duplication of copyrighted materials by photocopying or any other means that would expose the Parish to liability for penalties under existing or future copyright laws. In the event that photocopying of music becomes necessary for appropriate purposes, the musician shall first obtain all necessary permissions and authorizations prior to any such reproduction of the copyrighted materials.

7. Be responsible for the employment, at Parish expense, of such other musicians as may be required to meet the musical needs of the Parish, including but not limited to substitute organists and /or conductors, instrumentalists, assistant Parish musicians or singers.

8. Attend the regularly scheduled staff meetings of the Parish, scheduled meetings of the Parish music and liturgy committees, and, upon reasonable notice, such other meetings as may be necessary for the conduct of the Parish music program.

9. Be subject to the canonical authority of the Rector, working cooperatively and responsibly with the Rector and other Parish staff to further the work and mission of the Parish and in developing Christian commitment.

10. On those occasions where Musician is absent from parochial duties and such absence is not occasioned by vacation, sick leave or continuing education, it shall be Musician's responsibility to obtain appropriate substitutes to perform the duties and obligations of this Agreement until Musician's return. Musician shall inform the Rector in advance of such proposed absences and shall diligently endeavor to see that persons performing substitute duties on Musician's behalf are competent, informed as to the liturgical needs and routines of Parish and rehearsed in those duties. Substitutes for Musician obtained under the provisions of this paragraph shall be compensated by Musician in an amount suitable to obtain the requisite level of competence for the particular duty or service delegated by Musician.

11. Musician shall be present in the buildings and facilities of Parish a minimum of ____ hours weekly, of which hours at least ____ shall be during the normal office hours of Parish, to facilitate communication with staff and the Rector and to achieve integration and collegiality with all ongoing shared ministries within the Parish.

12. Musician's normal day(s) off shall be _____ and _____.
Deviations from this routine may be made upon proper notice to the Rector and other persons affected by Musician's absence.

In consideration of the faithful performance by Musician of the duties herein above listed, Parish, their successors and assigns, covenants and agrees as follows:

1. To pay Musician the annual salary of \$_____, in _____ installments on the _____ and _____ days of each month.

2. Musician shall receive one month⁸ of paid vacation annually, and shall be entitled to sick leave as follows:_____.

3. Musician shall receive the following employee benefits in addition to salary compensation: _____.

4. An annual allowance for continuing education in the amount of \$_____ shall be made available to Musician. Reasonable time for the pursuit of continuing education shall be granted, with pay, by Parish in recognition of the value and benefit of such education accruing to Parish by way of its employees.

5. Musician shall be allowed a reasonable amount of time for service to the diocese and/or the national church.

6. Musician shall have right of first refusal in regard to providing music for all weddings and all funerals in the Parish. Musician may, within Musician's discretion and in consultation with the Rector, permit other musicians to provide music for these services if such will serve the pastoral aims of the services. Musician shall be responsible for determining, by audition or other means, that the music and the ability of the musician for such services will be appropriate to the standards and liturgical requirements of the Parish. Musician shall receive the customary minimum fee for weddings or funerals when another musician is requested and permitted to play, unless Musician waives such fee.

7. The minimum fee for weddings, exclusive of rehearsals and necessary work with requested soloists, shall be \$_____. Rehearsal with requested soloists, attendance at rehearsals and extraordinary practice time necessitated by requests for difficult or unusual music shall be compensated at the rate of \$_____ per hour. All persons requesting that their marriages be celebrated within Parish shall be informed of this fee schedule in advance. Musician shall be responsible for communicating to persons planning weddings in the Parish in advance of any wedding what additional fees will be charged to them in connection with their plans and requests for music so that plans may be made in full knowledge of those charges.

8. The minimum fee for funerals, exclusive of any rehearsal with requested soloists, shall be \$_____. Rehearsals with requested soloists, additional rehearsals of the Parish choir and other extraordinary work performed by Musician in connection with funerals shall be compensated at the hourly rate of \$_____.

9. Musician may use Parish facilities for teaching and performance, provided such use of Parish facilities is scheduled according to the operational procedures of the Parish and does not conflict with the duties of Musician or with the use of the Parish facilities and buildings by the Parish for its activities.

10. Musician shall be entitled to sabbatical leave as follows: _____¹¹

11. Funds for a music budget, exclusive of salaries, substitute funds, instrument maintenance and capital items, shall be provided in the amount of \$_____. The expenditure of this budget is expected to be divided evenly over the duration of the fiscal year of the Parish where possible. In the event that large or extraordinary expenditures become necessary, Musician shall first determine from the financial officers of the Parish that the funds are available in the amount requested at the time required. Parish agrees to exercise all reasonable efforts to ensure that budgeted funds are available as needed.

12. Parish will budget (in a line item included in that portion of the budget allocated to maintenance of the physical plant and separate from the general music budget) and make available funds necessary to maintain the instruments of the Parish in good and complete working order.

13. Musician shall be entitled to call upon Parish secretarial staff for _____ hours of secretarial assistance weekly.

14. Parish shall reimburse Musician for the reasonable expenses incurred by Musician in connection with Musician's move to this community to accept the employment described in this Agreement, up to the amount of \$_____.

The duration of this Agreement shall be for a period of _____ year(s), and may thereafter be extended in increments of _____ year(s) as the parties hereto may in writing agree.¹²

The performance of Musician under the terms of this Agreement shall be reviewed on a regular basis by the Rector. The purpose of this review shall be to permit the Rector and Musician to discuss areas of accord and areas of potential problems, with the intent that this mutual communication will enable both parties to reconcile differences, identify positive aspects of shared ministry and avoid disputes which could lead to termination of this Agreement. This review shall take place at least twice annually during the duration of this Agreement and the last occasion of such review shall be conducted not less than one hundred fifty (150) days prior to the expiration of this Agreement.

Upon identification of areas of dispute or difficulty between Musician and Rector of the Parish which are of sufficient potential severity to risk the termination of this Agreement, the parties may by mutual consent call upon outside agencies (such as local mediation facilities, diocesan facilities or the Association of Anglican Musicians) to assist the parties in mediation and healing. In the event mediation of disputes is sought from outside the Parish, both parties to the mediation shall agree in advance to be bound by the results of such mediation for a period of not less than ninety (90) days or until the expiration of this Agreement, whichever is longer.

Where renewal of this Agreement is contemplated by the parties to it, its terms shall be reviewed with reference to changes in amounts budgeted for musical activities in the Parish, cost of living adjustments to Musician's salary, fees for weddings, funerals and other incidental services and merit increases in Musician's salary. Any changes mutually agreed upon by the parties shall be reduced to writing, signed and dated by the signatories to this Agreement or their successors and assigns and attached as an addendum to this Agreement, those changes to be effective for the period of renewal of this Agreement. This review shall take place not less than ninety (90) days prior to the expiration of this Agreement unless the parties hereto mutually consent and agree otherwise.

This Agreement may terminate as follows:

1. upon the expiration of this Agreement without its renewal by the parties. If either Parish or Musician does not desire to renew this Agreement at the time it expires, notice of non-renewal shall be given by the party not wishing to renew the Agreement to the other parties not less than ninety (90) days prior to its expiration. This period of time may be increased or decreased by the mutual agreement in writing of the parties. It is agreed that Parish may substitute ninety (90) days compensation for the agreed upon notice. If either party shall give notice of non-renewal at a time less than ninety (90) days prior to the expiration of this Agreement, this Agreement shall remain in force and effect as to all parties for a period of ninety (90) days after the giving of such notice of non-renewal, subject to the stipulations in regard to non-renewal herein above contained. Additionally, termination by the Parish through non-renewal of this Agreement of a Musician who has been employed more than 4 years shall entitle the Musician to 3 weeks severance per year of employment beyond 4 years up to a maximum of 9 months severance payment. Severance can be paid in a lump sum or on a monthly basis. Severance shall mean the normal weekly salary and health benefits received prior to termination.

2. with the mutual consent and agreement of all parties in writing.

3. for cause defined as conviction of Musician of an offense involving moral turpitude, gross dereliction by Musician of duty and due warning of same, chronic insubordination to canonical authority by Musician after due warning of same or a willful failure of Musician to perform in good faith the obligations and covenants of this Agreement. Termination of this Agreement for cause shall not occur until:

- (a) notice has been given to Musician in writing of the charges against Musician along with notice that termination for cause of this Agreement is to be sought.
- (b) Musician has had an opportunity to be heard by the Rector and other hiring authorities and to present whatever defense may be appropriate. Musician shall have an opportunity to present witnesses on Musician's behalf at this hearing. This hearing may be waived by Musician in writing at Musician's sole discretion.
- (c) the existence of cause has been determined and findings of same have been reduced to writing with a copy provided to Musician. This determination of cause shall not take place before the hearing described in (b) above has taken place or has been waived in writing by Musician.

IN WITNESS WHEREOF the undersigned Parties have hereunto placed their hands (and seals) this _____ day of

_____, 20____.¹³

Rector

Senior Warden

Junior Warden

Musician

Date

Address of Employer

State, County¹

Letter of Agreement for Employment

Dear _____:

This letter agreement has been made between the Rector, Wardens, and Vestry of _____ Parish³, their successors and assigns⁴, ("Parish"), and _____, ("Musician"), who covenant and agree as follows:

The Parish agrees to employ and Musician agrees to accept employment as principal Parish musician⁵ for the Parish. In this ministry, Musician will be involved as a pastor, as an educator and as the principal musician of the Parish. Musician's pastoral concern for and counsel to all members of the choir and Parish are to exemplify the Christian spirit. As an educator, Musician will teach music and explain liturgical concepts. As a musician, Musician will be diligent in preparation and performance, and will cooperate with others to provide and enable the highest possible standard of worship in the Parish. Musician will as part of his/her employment perform the tasks set forth in Exhibit A. The Parish also agrees and covenants to provide the policies and benefits also listed in Exhibit A. Exhibit A is incorporated into this Letter Agreement.

In consideration of the faithful performance by Musician of the duties listed in Exhibit A, the Parish covenants and agrees as follows:

1. To pay Musician the annual salary of \$_____, in _____ installments on the _____ and _____ days of each month.
2. Musician shall receive one month⁸ of paid vacation annually, and shall be entitled to sick leave as follows:_____.
3. Musician shall receive the following employee benefits in addition to salary compensation: _____ [health, retirement/savings, severance] _____.
4. The term of this Letter Agreement shall be for a period of _____ year(s), and may thereafter be extended in increments of _____ year(s) as the parties agree in writing.¹²

The performance of the Musician under the terms of this Agreement shall be reviewed on a regular basis by the Rector. The purpose of this review shall be to permit the Rector and Musician to discuss areas of accord and areas of potential problems, with the intent that this mutual communication will enable both parties to reconcile differences, identify positive aspects of shared ministry and avoid disputes that could lead to termination of this Agreement. This review shall take place at least twice annually during the duration of this Agreement and the last occasion of such review shall be conducted not less than one hundred fifty (150) days prior to the expiration of this Agreement.

Upon identification of areas of dispute or difficulty between Musician and Rector of the Parish that are of sufficient potential severity to risk the termination of this Agreement, the parties may by mutual consent call upon outside agencies (such as local mediation facilities, diocesan facilities or the Association of Anglican Musicians) to assist the parties in mediation and healing. In the event mediation of disputes is sought from outside the Parish, both parties to the mediation shall agree in advance to be bound by the results of such mediation for a period of not less than ninety (90) days or until the expiration of this Agreement, whichever is longer.

Where renewal of this Agreement is contemplated by the parties to it, its terms shall be reviewed with reference to changes in amounts budgeted for musical activities in the Parish, cost of living adjustments to Musician's salary, fees for weddings, funerals and other incidental services and merit increases in Musician's salary. Any changes mutually agreed upon by the parties shall be reduced to writing, signed and dated by the signatories to this Agreement or their successors and assigns and attached as an addendum to this Agreement, those changes to be effective for the period of renewal of this Agreement. This review shall take place not less than ninety (90) days prior to the expiration of this Agreement unless the parties hereto mutually consent and agree otherwise.

This Agreement may terminate as follows:

1. upon the expiration of this Agreement without its renewal by the parties. If either Parish or Musician does not desire to renew this Agreement at the time it expires, notice of non-renewal shall be given by the party not wishing to renew the Agreement to the other parties not less than ninety (90) days prior to its expiration. This period of time may be increased or decreased by the mutual agreement in writing of the parties. It is agreed that Parish may substitute ninety (90) days compensation for the agreed upon notice. If either party shall give notice of non-renewal at a time less than ninety (90) days prior to the expiration of this Agreement, this Agreement shall remain in force and effect as to all parties for a period of ninety (90) days after the giving of such notice of non-renewal, subject to the stipulations in regard to non-renewal herein above contained. Additionally, termination by the Parish through non-renewal of this Agreement of a Musician who has been employed more than 4 years shall entitle the Musician to 3 weeks severance per year of employment beyond 4 years up to a maximum of 9 months severance payment. Severance can be paid in a lump sum or on a monthly basis. Severance shall mean the normal weekly salary and health benefits received prior to termination.

2. with the mutual consent and agreement of all parties in writing.

3. for cause defined as conviction of Musician of an offense involving moral turpitude, gross dereliction by Musician of duty and due warning of same, chronic insubordination to canonical authority by Musician after due warning of same or a willful failure of Musician to perform in good faith the obligations and covenants of this Agreement. Termination of this Agreement for cause shall not occur until:

- (a) notice has been given to Musician in writing of the charges against Musician along with notice that termination for cause of this Agreement is to be sought.
- (b) Musician has had an opportunity to be heard by the Rector and other hiring authorities and to present whatever defense may be appropriate. Musician shall have an opportunity to present witnesses on Musician's behalf at this hearing. This hearing may be waived by Musician in writing at the Musician's sole discretion.
- (c) the existence of cause has been determined and findings of same have been reduced to writing with a copy provided to Musician. This determination of cause shall not take place before the hearing described in (b) above has taken place or has been waived in writing by Musician.

The Parish, as witnessed by the signatures below, has executed this Letter Agreement, effective as of

_____ 20__² if executed by the Musician.

Sincerely,

Rector

Senior Warden

Junior Warden

Accepted and Agreed this ____ day of ____ 20__ by:

Musician

EXHIBIT A

In the employ of Parish, Musician shall:⁶

1. Provide music and musical leadership at the regular Sunday services of Parish, for Holy Week, Christmas and the following additional services that are part of Parish's liturgical custom and cycle:

2. Be responsible for participation in planning these services in conjunction with the Rector and such other staff as the Rector may include in liturgical planning activities.

3. Provide or arrange for the provision of music at weddings and funerals scheduled to be conducted in the Parish, and provide such consultation and advice to wedding parties or families of the deceased as is necessary to achieve the pastoral and liturgical aims of the services.

4. Be responsible for the administration and expenditure of the music budget. Musician should be prepared at any time to provide an accounting of music budget funds and their expenditure to the Rector, the Parish treasurer, the financial secretary, the Wardens and Vestry, and any other financial officer of the Parish authorized or designated by the Rector to receive such information.

5. Recruit, train and rehearse the choirs, ensembles and singers of the Parish and lead congregational training sessions as may be required.⁷

6. Be responsible for the choir library and the musical instruments of the Parish. Musician shall make any necessary arrangements for the care and maintenance of the instruments in the Parish at the expense of the Parish. Musician shall maintain the music library of the Parish in an orderly and organized fashion and shall maintain, at Parish expense, a suitable number of copies of musical pieces to enable performance by the Parish ensembles of those pieces. Musician shall not engage in the unauthorized duplication of copyrighted materials by photocopying or any other means that would expose the Parish to liability for penalties under existing or future copyright laws. In the event that photocopying of music becomes necessary for appropriate purposes, the musician shall first obtain all necessary permissions and authorizations prior to any such reproduction of the copyrighted materials.

7. Be responsible for the employment, at Parish expense, of such other musicians as may be required to meet the musical needs of the Parish, including but not limited to substitute organists and/or conductors, instrumentalists, assistant Parish musicians or singers.

8. Attend the regularly scheduled staff meetings of the Parish, scheduled meetings of the Parish music and liturgy committees, and, upon reasonable notice, such other meetings as may be necessary for the conduct of the Parish music program.

9. Be subject to the canonical authority of the Rector, working cooperatively and responsibly with the Rector and other Parish staff to further the work and mission of the Parish and in developing Christian commitment.

10. On those occasions where Musician is absent from parochial duties and such absence is not occasioned by vacation, sick leave or continuing education, it shall be Musician's responsibility to obtain appropriate substitutes to perform the duties and obligations of this Agreement until Musician's return. Musician shall inform the Rector in advance of such proposed absences and shall diligently endeavor to see that persons performing substitute duties on Musician's behalf are competent, informed as to the liturgical needs and routines of Parish and rehearsed in those duties. Musician shall compensate substitutes for Musician obtained under the provisions of this paragraph in an amount suitable to obtain the requisite level of competence for the particular duty or service delegated by Musician.

11. Musician shall be present in the buildings and facilities of Parish a minimum of ____ hours weekly, of which hours at least ____ shall be during the normal office hours of Parish, to facilitate communication with staff and the Rector and to achieve integration and collegiality with all ongoing, shared ministries within the Parish.

12. Musician's normal day(s) off shall be _____ and _____.

Deviations from this routine may be made upon proper notice to the Rector and other persons affected by Musician's absence.

The Parish also agrees to provide the benefits listed below:

1. An annual allowance for continuing education in the amount of \$_____ shall be made available to Musician. Reasonable time for the pursuit of continuing education shall be granted, with pay, by Parish in recognition of the value and benefit of such education accruing to Parish by way of its employees.
2. Musician shall be allowed a reasonable amount of time for service to the diocese and/or the national church.
3. Musician shall have right of first refusal in regard to providing music for all weddings and all funerals in the Parish. Musician may, within Musician's discretion and in consultation with the Rector, permit other musicians to provide music for these services if such will serve the pastoral aims of the services. Musician shall be responsible for determining, by audition or other means, that the music and the ability of the musician for such services will be appropriate to the standards and liturgical requirements of the Parish. Musician shall receive the customary minimum fee for weddings or funerals when another musician is requested and permitted to play, unless Musician waives such fee.
4. The minimum fee for weddings, exclusive of rehearsals and necessary work with requested soloists, shall be \$_____. Rehearsal with requested soloists, attendance at rehearsals and extraordinary practice time necessitated by requests for difficult or unusual music shall be compensated at the rate of \$_____ per hour. All persons requesting that their marriages be celebrated within Parish shall be informed of this fee schedule in advance. Musician shall be responsible for communicating to persons planning weddings in the Parish in advance of any wedding what additional fees will be charged to them in connection with their plans and requests for music so that plans may be made in full knowledge of those charges.
5. The minimum fee for funerals, exclusive of any rehearsal with requested soloists, shall be \$_____. Rehearsals with requested soloists, additional rehearsals of the Parish choir and other extraordinary work performed by Musician in connection with funerals shall be compensated at the hourly rate of \$_____.
6. Musician may use Parish facilities for teaching and performance, provided such use of Parish facilities is scheduled according to the operational procedures of the Parish and does not conflict with the duties of Musician or with the use of the Parish facilities and buildings by the Parish for its activities.
7. Musician shall be entitled to sabbatical leave as follows: _____¹¹
8. Funds for a music budget, exclusive of salaries, substitute funds, instrument maintenance and capital items, shall be provided in the amount of \$_____. The expenditure of this budget is expected to be divided evenly over the duration of the fiscal year of the Parish where possible. In the event that large or extraordinary expenditures become necessary, Musician shall first determine from the financial officers of the Parish that the funds are available in the amount requested at the time required. Parish agrees to exercise all reasonable efforts to ensure that budgeted funds are available as needed.
9. Parish will budget (in a line item included in that portion of the budget allocated to maintenance of the physical plant and separate from the general music budget) and make available funds necessary to maintain the instruments of the Parish in good and complete working order.
10. Musician shall be entitled to call upon Parish secretarial staff for _____ hours of secretarial assistance weekly.
11. Parish shall reimburse Musician for the reasonable expenses incurred by Musician in connection with Musician's move to this community to accept the employment described in this Agreement, up to the amount of \$_____.

Initialed this _____ day of _____, 20____, by:

Rector _____ Senior Warden _____ Junior Warden _____ Musician _____

Endnotes to Appendix IV:

- ¹ This establishes the place of the contract, and provides a jurisdictional basis for any litigation under the contract, the court in which a contract is litigated most often being the court with jurisdiction over the place where the contract was made or to be performed.
- ² A contract should specifically establish the date the agreement was made so that any durational measurements may be made with certainty with reference to the document itself.
- ³ As the Wardens and Vestry hold the financial resources and the Rector holds the canonical authority to hire a musician, all of these should be parties and signatories to the contract. If the agreement is for a Cathedral, the parties would be the Dean and Chapter.
- ⁴ This is an effort to bind contractually the hiring clergy and Parish (in which case the parties for a cathedral would, again, be the Dean and Chapter) to an obligation that will continue independent of the continued incumbency of Rector or Wardens.
- ⁵ Any other job title or description may be used.
- ⁶ The aspects of the job description that follow are by way of example only. All details of a job description should be set out with specificity at this point in the agreement, so that there are no surprises for musician or Parish in regard to duties that were “understood” to be included but in fact were not. This is the only real protection against creeping expansion of a job description.
- ⁷ If the hiring, administration and supervision of paid singers is to be a part of the musician’s responsibility, the extent and nature of those duties should be set forth here also.
- ⁸ The amount of vacation may be more or less, according to the agreement with the employer. If vacation time is to be linked to years of experience or years of service with the employer, that should be set out in detail here.
- ⁹ Sick leave normally accrues according to a formula related to the time of creditable service the employee has had with the employer. Whatever formula is to be used, it should be set out with specificity. Vague expressions such as “as needed,” “as necessary” or “as required” are liable to lead to conflict or unexpected terminations if a major illness strikes the musician.
- ¹⁰ All benefits, such as pensions, health or major medical insurance or life insurance, both to the musician and the musician’s family (if any), should be described with specificity here.
- ¹¹ If the employer is willing or has heretofore provided sabbatical leave for its employees, the specific basis upon which that leave is calculated and permitted, including arrangements for compensation during the sabbatical, should be set out in detail here.
- ¹² The duration of the Agreement may be determined by the mutual agreement of the parties to it. However, a one year duration is contemplated by many of the provisions contained herein, and would provide necessary review of performance, duties and compensation on the most regular basis.
- ¹³ In addition to the signatures of the parties to the agreements, the musician should insist that the Vestry of the Parish formally approve the employment contract by resolution, and that a copy of that resolution, duly signed by the Clerk of the Vestry, be attached to the Agreement.

ASSOCIATION OF ANGLICAN MUSICIANS CODE OF ETHICS

Recognizing the love into which we have been sealed at baptism, and our continuing struggle to show that love in every aspect of our lives, the several members of the Association of Anglican Musicians enter into covenant with each other and to themselves to uphold and abide by certain professional and personal tenets as members of the Association in good standing:

1. In the conduct of their personal and professional lives, members will strive for love, justice and peace in all their relationships and work, affirming the transforming power of the Gospel in their lives, respecting the dignity of all persons with whom members work or come into contact, and living as best as members are able into the Baptismal Covenant.
2. While members may seek employment where and how they choose, seeking employment in a position that is not currently open and/or is currently occupied by another person presents troublesome moral issues and could also incur legal liability. If a position is held by another under an employment contract, interference in that employment relationship could be actionable as a wrongful interference with contractual relations. Members should take to heart the Golden Rule and also remember that, just because an action is legally permissible, such action is not necessarily moral or ethical.
3. Members asked to perform any musical or liturgical duty within the premises of another's professional responsibility should seek the consent and counsel of the chief liturgical officer or other employment officer and, in the case of musical events, of the incumbent musician of that institution. In cases where a third party has requested that professional services for weddings, funerals, teaching, or the like be performed by a person who is not employed by the institution, the appropriate incumbent employee should receive, and can reasonably expect to receive, compensation for (1) time incurred in determining the qualifications of the person in question, (2) time incurred in reviewing proposed music or other material to be used, (3) scheduling the person in question into the facility for practice or other preparation, and (4) acquainting the person in question with the facility, instruments, etc. Whether such compensation is provided by the institution or the third party is a matter to be determined jointly by the institution and members. This provision does not apply, however, to the use of the institution for contracted events by professional organizations sponsoring recitals, concerts, lectures, and the like.
4. The consistent goal of each member shall be to promote and strengthen working relationships among all persons served by or supervising the member in the employing institution. Members shall comply with the governing canons, discipline, constitutions or other codified regulations of the institution served. Members shall comply with all applicable statutes and regulations of the jurisdiction in which the institution is located and/or in which work is performed by the member. Members should honor all appropriate channels of authority for making decisions and/or expressing differences of opinion within the institution. Violation of the provisions of this section may result in the termination of the violator's membership.
5. Members shall insist upon compliance with copyright laws within all areas of their responsibility.

Discipline

Any member of the Association of Anglican Musicians who violates this Code of Ethics may be subject to the disciplinary process provided for in the Bylaws of the Association.

I commend this new guide to all who interact with Church Musicians, that such relationships may be built in a professional context and a Christian ethos. Music and song are forms of prayer, and like other forms, benefit both from the native experience of all Christians and from the leadership of those trained in their breadth and depth. The partnership between leader and congregation can facilitate the growth of the Christian community and give glory to God. Musicians Called to Serve: A Handbook for the Selection, Employment and Ministry of Church Musicians can help vestries, search committees, and clergy build effective partnerships grounded in principles of justice and the right use of all God's gifts. May the well-tuned heart give praise!

The Most Rev. Katharine Jefferts Schori
26th Presiding Bishop and Primate
The Episcopal Church USA

