

THE AMERICAN GUILD OF ORGANISTS

ANN ARBOR CHAPTER

THE EMPLOYMENT OF MUSICIANS

IN CHURCHES AND SYNAGOGUES

**Guidelines**

**2002-2003**

## Mission Statement

The purpose of the American Guild of Organists is to promote the organ in its historic and evolving roles, to encourage excellence in the performance of organ and choral music, and to provide a forum for mutual support, inspiration, education, and certification of Guild members.

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The American Guild of Organists

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# THE EMPLOYMENT OF MUSICIANS IN CHURCHES AND SYNAGOGUES

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## FORWARD

The Church/Synagogue Musician is a cross between a vocation and a job. As with Clergy, it is a position that requires many years of formal training and, as such, must be considered a profession. In our age of "free market economy" the measure of a professional, whether we like it or not, is through monetary compensation. Many in the profession feel that it is a calling, however, the fact remains that, as with Clergy, a well trained musician needs to be fairly compensated.

The American Guild of Organists was founded in 1896 as a non-denominational educational and service organization to maintain the highest musical standards and to promote understanding and appreciation of all aspects of organ and choral music. Membership is over 21,000 in the United States and Europe. Through the AGO's Professional Concerns Committee, the Guild helps guide Parishes and Congregations through the often complex issues of hiring and maintaining a realistic work environment for the musician.

This resource is but one of the tools available to help in the process of hiring and maintaining a professional musician on your staff. We have attempted to design this to aid all faiths and denominations and their professional musicians to come to terms regarding employment. It is recognized that churches and synagogues have ever changing boards and committees who work with the professional staff and have responsibility for hiring, setting work standards and working out contracts and salaries. It is the intent of the writers to aid these processes by supplying information and guidelines.

This document is the result of research done by the Professional Concerns Committees of the Ann Arbor and Detroit Chapters of the American Guild of Organists (AGO) in 1994 and updated by the Ann Arbor Chapter in 2002. These recommendations are based upon surveys of our memberships, handbooks from other chapters, and from guidelines published by the national office of the AGO. Surveys of the Ann Arbor and Detroit areas show that in 1994 80% of the respondents to the survey hold a bachelor's degree or higher. The average church or synagogue musician has had over four years of college level organ study.

The charts and guidelines that follow can only serve as indicators of regional standards. Because of the variety of differences in the size, financial resources, and musical needs of congregations, and because of the varied qualifications and credentials of the musicians, each congregation and musician must forge an agreement to address their specific needs.

It is recommended that the congregation support its musicians by encouraging their membership in the AGO and in their denominational music organization. These organizations provide guidance, professional support, recognition and education opportunities that benefit both the musician and the congregation.

Compiled by the Professional Concerns Committees  
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# American Guild of Organists Code of Ethics

Approved by National Council 4/23/01

Preamble: The purpose of the American Guild of Organists is to promote the organ in its historic and evolving roles, to encourage excellence in the performance of organ and choral music, and to provide a forum for mutual support, inspiration, education, and certification of Guild members. Voting members are entitled to enjoy the privileges and are expected to accept the responsibilities of membership in the Guild. Members shall be considered equally for Guild offices and participation in Guild activities. These are the rules that shall be considered binding upon all voting members in good standing.

RULE 1. Members shall promote good working relationships within the American Guild of Organists and shall respect the employment of colleagues. Members shall address differences between themselves and other members by following the procedures outlined in the Discipline.

RULE 2. Members shall not seek or appear to be seeking employment for themselves, a student, or a colleague, in a position held by someone else. Members shall apply for employment only for a position which the employer, with the knowledge of the incumbent musician, has officially and publicly declared vacant by announcement of the vacancy.

RULE 3. In cases pending under the Procedures or in cases where the National Council has determined that a position has been made vacant by wrongful termination of a member of the American Guild of Organists, members shall not seek or accept regular or permanent employment for themselves, a student, or colleague at that Institution until the National Council is satisfied that differences between the Guild and the Institution have been resolved. Interim services may be provided for a period of 90 days.

RULE 4. Before accepting an engagement for a wedding, funeral, or other service, members shall obtain the approval of the incumbent musician. In cases where this engagement has been requested by a third party, it is appropriate for the third party to offer the incumbent his/her customary fee. It is the responsibility of members to inform the third party of this rule.

RULE 5. Members shall conduct professional activities with truthfulness, honesty and integrity, and shall maintain sensitivity in matters of a personal or confidential nature.

RULE 6. Members shall not discriminate against others on the basis of race, national origin, age, religious affiliation, gender, marital status, sexual orientation, disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome).

Updated Tue, May 1, 2001

## PART I SALARIED POSITIONS IN SACRED MUSIC

### Assessing the Position and Its Requirements

Some of the activities of the church musician (such as worship services and rehearsals) are highly visible to the congregation. Much more of the work (practicing, administration, selection and preparation of music) are not seen by others, but are necessary for a quality music program.

Congregations require different kinds and levels of skill from their professional musicians and their programs emphasize different areas of expertise. For instance, in some situations sight reading and keyboard improvisation skills will be paramount, in other cases ability in composition and arranging will be essential. There will be positions that require knowledge of liturgy and repertoire of a particular denomination. Many situations require business acumen, and pastoral or person to person skills.

Regardless of the size of the congregation, numerous variables shape the time requirements of the position. Among these are the number and size of choirs, difficulty of the repertoire, seasonal liturgies, management of other music leaders and the level of congregational expectations.

The following worksheet (Schedule A) attempts to outline the variety of responsibilities and duties that come with leadership positions in the field of sacred music. In some cases one person will be in sole charge of the music program. In others, duties will be divided among several people. There are many ways to divide the responsibilities between two or more musicians; however, **one musician in a multiple music leadership situation should be in charge of the entire program.** If the duties are divided, a worksheet should be used for each person with the person in charge taking more of the administration time to compensate for management.

This is followed by two methods for determining proper salary levels for the musician.

The Annual Salary Guide (Schedule D 1) has been promulgated by the National Office of the American Guild of Organists and has been adjusted for the cost of living in Ann Arbor. This is the recommended guide for determining the proper salary of a musician. Note that an annual base salary is given and an allotment for benefits. If the institution does not provide benefits, the compensation should include at a minimum the amount shown for benefits so that the musician can purchase their own.

The Hourly Pay Rate (Schedule D 2) has been promulgated using the recommended annual salary guide and does include an amount for benefits.

Both methods provide a range based upon education and years of experience.

## Schedule A: Worksheet to Determine Time Requirements for an Organist and/or Director of Music in a Church Position

- |   |             |
|---|-------------|
| <b>1. Time spent in worship services</b>  | ___hrs./wk. |
| Calculate total time spent in worship during one complete representative week   |             |
| <b>2. Rehearsals</b>  |             |
| a. Total hours spent in rehearsal, including on Sunday before worship   | ___hrs./wk. |
| b. Rehearsal preparation  | ___hrs./wk. |
| (Score study, keyboard and/or conducting practice, room set up, robes, distributing and collecting music)   |             |
| Minimum preparation of 4 hrs./wk. per choir for organist/conductors   |             |
| Minimum preparation of 2 hrs./wk per choir for accompanist only   |             |
| <b>3. Organ practice</b>  | ___hrs./wk. |
| (Hymns, service music, prelude, postlude, anthems, registration)  |             |
| Minimum of 4 hrs./wk. for each non-identical service  |             |
| <b>4. Selection of music</b>  | ___hrs./wk. |
| (Lectionary/scripture study, clergy consultation)   |             |
| Minimum of 2 hrs./wk. for each non-identical service  |             |
| <b>5. Preparation for special services</b>  | ___hrs./wk. |
| (Christmas, Easter, feast days, etc.)   |             |
| These services take extra preparation. Budget 1 hr./wk minimum per choir, handbell group, etc.  |             |
| <b>6. Maintenance of music library</b>  | ___hrs./wk. |
| (Sorting, filing, ordering new music, managing volunteers or paid librarians)   |             |
| Minimum of 1 hr./wk per choir, handbell group, etc.   |             |
| <b>7. Administration</b>  | ___hrs./wk. |
| (Seasonal planning, budget, payroll, service leaflet preparation, recruitment, auditions, contracting musicians and tuners, renting instruments, managing assistants) |             |
| Minimum of 2 hrs./wk. for each non-identical service  |             |
| <b>8. Meetings</b>  | ___hrs./wk. |
| Calculate total time spent in clergy consultations, staff, committee, and/or Council/Vestry meetings per week.  |             |
| <b>9. Educational Opportunities</b>   | ___hrs./wk. |
| Writing for bulletins and newsletters; teaching and participating in religious education; presentations on songs, hymns and the pipe organ.                           |             |
| <b>10. Other</b>  | ___hrs./wk. |
| (Concerts, concert series, education programs, additional services such as Evensong, Vespers or prayer services, etc.)  |             |

**Basic hours per week**                      **\_\_\_ Total**

Additional consideration should be given to:

- hours required to maintain keyboard proficiency and work on new repertoire.

- personal musical growth and development (continuing education) through ongoing study, research, periodicals, conventions, concerts, etc.
- Membership in national, state and local organizations should be encouraged and supported by the congregation

### Schedule B: Education

Level	Academic	AGO Certification
ND: 1:	No Degree	Service Playing Certificate
Level 2:	Bachelors Degree or	CAGO or Comparable
Level 3:	Master's Degree or	AAGO or Comparable
Level 4:	Master's Degree + 30 hours	
Level 5:	Doctorate or	FAGO or Comparable

Education Level \_\_\_\_\_

### Schedule C: Experience

Level 1:	1 - 3 years
Level 2:	4 - 7 years
Level 3:	8 -12 years
Level 4:	13- 20 years
Level 5:	20 + years

Experience Level: \_\_\_\_\_

## Schedule D 1

### AMERICAN GUILD OF ORGANISTS ANN ARBOR CHAPTER

#### 2002 SALARY GUIDE FOR MUSICIANS EMPLOYED BY RELIGIOUS INSTITUTIONS

- Musicians with fewer than five years of experience should be considered at the lower compensation levels and those with greater experience at the higher levels
- Musicians with outstanding abilities or positions that require exceptional performance may exceed the chart figures.
- The second figure in each box represents benefits - the 25% to 35% of base salary (the top figure, in bold), that is the average cost of health and pension benefits offered by denominational plans.
- When such benefits are not offered by an employer, this amount should be added to the base salary to allow employees to provide for their own needs.
- Compensation should equal the "total compensation" figure (**base salary + benefits = total compensation**).
- Calculations were based upon the national average and adjusted for the cost of living in Ann Arbor, MI

Approximate Size of Position (Average hours per week)	LEVEL OF TRAINING			
	Doctorate in Organ or Sacred Music or FAGO Certificate	Master's degree in Organ or Sacred Music or AAGO Certificate	Bachelor's degree in Organ or Sacred Music or ChM or CAGO Certificate	Service Playing Certificate
Full Time (40 hrs)	Base: 47,329—63,153 Ben: + 11,832—22,104 Total: \$59,161-\$85,257	Base: 42,012—56,104 Ben: +10,503—19,636 Total: \$52,515—\$75,740	Base: 36,926—48,624 Ben: +9,231—17,081 Total: \$46,157-\$65,705	Base: 29,247—39,723 Ben: +7,312—13,693 Total: \$36,559-\$53,416
_ Time (30 hrs)	Base: 36,792—47,329 Ben: + 9,198—16,565 Total: \$45,990-\$63,894	Base: 30,841—42,012 Ben: +7,710—14,704 Total: \$38,551- \$56,716	Base: 26,725—36,926 Ben: +6,681—12,924 Total: \$33,406-\$49,850	Base: 21,535—29,247 Ben: +5,384— 10,236 Total: \$26,619-\$39,483
Time (20 hrs)	Base: 25,259—36,792 Ben: + 63,15—12,877 Total: \$31,574- \$49,669	Base: 22,469—30,841 Ben: +5,617—10,794 Total:\$28,086—\$41,635	Base: 19,411—26,725 Ben: +4,853 — 9,354 Total: \$24,264-\$36,079	Base: 15,683—21,535 Ben: +3,921 — 7,537 Total:\$19,604—29,072
<sup>3</sup> / <sub>8</sub> Time (15 hrs)	Base: 18,2144—25,259 Ben: + 4,554— 8,841 Total: \$22,768-\$34,100	Base: 16,217—22,496 Ben: +4,054— 7,874 Total: \$20,271-\$30,370	Base: 14,091—19,411 Ben: +3,523— 6,794 Total: \$17,614-\$26,204	Base: 11,431—15,683 Ben: +2,858— 5,489 Total: \$14,289-\$21,172
_ Time (10 hrs)	Base: 13,296—18,214 Ben: + 3,324— 6,375 Total:\$16,620—\$24,589	Base: 11,696—16,217 Ben: +2,924— 5,676 Total:\$14,260—\$21,893	Base: 10,103—14,091 Ben: +2,526— 4,932 Total: \$12,629-\$19,023	Base: 8,239—11,431 Ben: +2,060— 4,001 Total: \$10,299-\$15,432

It is the policy of the American Guild of Organists not to discriminate on the basis of sex, age, disability, race, color, religion, marital status, veteran's status, national or ethnic origin, or sexual orientation.

**Schedule D 2: Recommended Hourly Pay Rate (incl. Benefits)**

	Experience Levels: (from Schedule C)				
	1	2	3	4	5
Education Levels: 1 (from Schedule B) 2	\$17	\$19	\$21	\$24	\$26
3	\$22	\$23	\$25	\$28	\$30
4	\$25	\$28	\$30	\$33	\$36
5	\$27	\$30	\$32	\$35	\$38
	\$29	\$33	\$36	\$39	\$41

At this point an initial salary recommendation may be computed by multiplying hours per week from Schedule A by 52 weeks; then by an hourly rate taken from Schedule D.

Hours per Year	_____
Hourly Rate from Schedule D	x _____
Initial Total Salary Estimate	_____

**Schedule D 3: Guidelines for Paid Vacation**

Working unvaryingly on weekends and holidays presents challenges to the church and synagogue musician not common to most other professions (save the clergy). They are working while others, including their families are at leisure. Holiday times, often a time of recuperation for others, are regularly the busiest and most stressing times for church and synagogue musicians. **Time off is essential.** Vacation with pay is a necessity in order to attract and keep qualified musicians. Three to six weeks paid vacation with budget to hire suitable substitutes is recommended.

**Schedule D 4: Benefits**

Compensation (salary and benefits) for a position should not hinge on the employee's other sources of income, number of dependents, or their spouse's income. Such a practice is discriminatory. A religious institution has a **moral and ethical obligation** to provide suitable health care and retirement benefits at a minimum.

Church and synagogue musicians are professionals whose training and expertise are comparable to those of teachers, clergy, lawyers or physicians. The ability of a highly skilled musician has developed over a lifetime of work and study. Musicians who have committed themselves and their talents to a church or synagogue should receive a

reciprocal commitment from their employers in salary and benefits. Below is a list from which a flexible benefits package may be designed. Benefits should be commensurate with those provided to other staff members, lay and ordained.

- \_ Health care with sick leave
- \_ Retirement benefits/pension
- \_ Time and funding for continuing education commensurate with ordained staff
- \_ Book and music allowance
- \_ Paid AGO and denominational professional organization membership
- \_ Disability insurance
- \_ Paid and unpaid maternity/paternity leave
- \_ Paid vacation
- \_ Paid sabbatical

## PART II SUBSTITUTES, WEDDINGS, AND FUNERALS

### Obtaining Substitute Musicians

The music budget of the institution should include funds to compensate competent substitutes during contractually stipulated absences of the resident musician for vacation, continuing education, or other approved leave, including illness. Competent substitutes should be obtained by the resident musician. Compensation for additional absences is the responsibility of the resident musician. Fees for substitutes should be paid directly by the institution.

#### Recommended Minimum Fees for Substitute Musicians

1. Single service: \$100- \$200, organ or conducting only; \$150- \$300 for combined organ/conducting. Includes conference with clergy or resident musician and brief rehearsal if necessary.
2. Additional duplicate service: Add 50% or use hourly rates in Schedule D-2.
3. Choir rehearsal during the week: \$50 - \$100 for accompanying or conducting, \$100- \$250 for both.

#### 9. Weddings and Funerals

It is the prerogative of the professional musician to play for the weddings and funerals and to set his/her own fees in consultation with the church or synagogue. The recommended minimum fee for a wedding, which includes consultation with the bride and groom to select appropriate music, and performance of music at the ceremony, is \$100 - \$250 and up.

It is usually not necessary for the resident organist to attend the wedding rehearsal, but if he or she is requested to do so, a rehearsal fee of \$75 - \$125 is appropriate. The organist should also be paid for extra rehearsals with soloists or instrumentalists. (See hourly rates Schedule D-2). Members of the AGO recognize the right of the resident musician to play for all weddings and funerals in the church or synagogue. There is an obvious advantage for all parties to be able to rely on an experienced musician who is familiar with the organ, the liturgical and musical practices of the institution, and the mechanical details of the wedding service. This is a potential source of additional income for those who are willing to put in a significant amount of extra time on weekends.

The resident organist may, when requested, offer the right to play to another qualified person, but in such cases the customary minimum fee should be paid to the resident organist, unless he or she waives it. If the organist is unable to play the wedding, he/she should assist in obtaining a qualified substitute. In this case, the resident organist would not be paid the customary fee.

Fees for funeral services should be commensurate with those paid for weddings.

## PART III SUPPLEMENTARY DOCUMENTS

**WORK DESCRIPTIONS AND CONTRACTS** Work descriptions should be prepared along with contracts to document responsibilities which have been agreed upon. Generally, the work description is more specific than the contract in outlining duties and expectations. The contract deals with terms of employment, financial obligations and additional clauses. It often alludes to the work description for a more specific delineation of duties. The following samples should serve only as models in drafting work descriptions and contracts.

### Work Description -Organist

1. The organist will be responsible for providing organ, piano and/or keyboard music for all regularly scheduled worship services. Preparation and provision of music include prelude, offertory, postlude, stipulated choir accompaniments, solo or ensemble accompaniments, as needed, congregational hymns, songs and other service music.
2. The organist will oversee provision of adequate information and materials to assistants or substitutes as they are needed for each service and rehearsal.
3. The organist will attend and accompany regularly scheduled choir rehearsals. Additional rehearsals are subject to availability and negotiation.
4. The following extra services are to be played by the organist. (Churches and Synagogues list services here, i.e. Maundy Thursday, Good Friday, Yom Kippur, Rosh Hashanah, Thanksgiving, Choir Festivals, etc.)
5. Repertoire selections are to be submitted to the church secretary one week in advance for inclusion in the bulletin.
6. The organist is responsible for the care of all instruments (organs, pianos, keyboards, etc.) and arrangements for regular maintenance, tuning and repairs. The organist will serve as an advisor in the selection and acquisition of new instruments.
7. The resident organist will play weddings and funerals. Fees are in addition to the salary. Other organists may play only at the discretion of the resident organist.
8. The organist will work cooperatively with the director of music, choir director(s), the music and worship committees, and will be responsible to the Senior Pastor/Rabbi.

### Work Description -Choir Director

1. The choir director will prepare and provide choral music (psalms, anthems and service music) and direct the choir(s) for regularly scheduled worship services. Choral music includes anthems, service music and hymn leadership.
2. The choir director will oversee provision of adequate information and materials to assistants or substitutes as they are needed for each service and rehearsal.
3. The choir director will select and prepare choir music, and will lead choir rehearsals. Rehearsal times are (list days and times), commencing at the beginning of September through May. No rehearsals are to be scheduled during the weeks which follow Christmas and Easter (or High Holy days).

4. The following extra services are to include choral music which is to be led by the choir director: (Churches and Synagogues list services here, i.e. Maundy Thursday, Good Friday, Yom Kippur, Rosh Hashanah, Thanksgiving, Choir Festivals, etc.)
5. Repertoire selections are to be submitted to the church secretary one week in advance for inclusion in the bulletin.
6. The choir director is responsible for the care and orderly maintenance of the music library.
7. The choir director will manage and compile a music budget selecting new choral materials to be purchased regularly as needed.
8. The choir director will work cooperatively with the director of music, organist, the music and worship committees, and will be responsible to the Senior Pastor/Rabbi.

### **Work Description -Director of Music**

1. The director of music will be responsible for providing organ, piano and choir music for all regularly scheduled worship services. Preparation and provision of music include prelude, offertory, postlude, stipulated choir accompaniments, solo or ensemble accompaniments, as needed, congregational hymns, songs and other service music.
2. The director of music will oversee provision of adequate information and materials to assistants or substitutes, as they are needed for each service and rehearsal.
3. The director of music will prepare, lead and play accompaniments for all regularly scheduled choir rehearsals. Rehearsal times are (list days and times), commencing at the beginning of September through May. No rehearsals are to be scheduled during the weeks that follow Christmas and Easter (or high holy days).
4. The following extra services are to be covered by the director of music: (Churches and Synagogues list services here, i.e. Maundy Thursday, Good Friday, Yom Kippur, Rosh Hashanah, Thanksgiving, Choir Festivals, etc.). The inclusion of choral music is to take place at the following services: (list as above).
5. Repertoire selections are to be submitted to the church secretary one week in advance for inclusion in the bulletin.
6. The director of music is responsible for the care of all instruments (organs, pianos, keyboards, handbells, etc.) and arrangements for regular maintenance, tuning and repairs. The director of music will serve as an advisor in the selection and acquisition of new instruments.

(1/26/01)

## AMERICAN GUILD OF ORGANISTS

### Model Contract Provisions for Church/Temple Musicians

#### PREAMBLE

The American Guild of Organists decries the situation of church and temple musicians as “at will” employees and encourages the establishment of written contractual arrangements between the parties.

AGO members should be aware of the fact that the nature of the musician’s work usually classifies musicians as employees and not as independent contractors. Regardless of a written agreement to the contrary, governmental agencies are likely to find that the musician is an employee because of industry practice, facilities used, work venues, an ongoing employment relationship, and the right to supervise.

The tax and accounting burden is greater for independent contractors. Therefore, if the institution tends to treat the musician as an employee for purposes of supervision and control, it should make the appropriate FICA/Medicare/Unemployment/Workers Compensation contributions from which the musician may benefit as an employee.

**These provisions are intended to be mainly topical. They should be selected and/or revised to fit specific contractual needs. Many provisions are alternative in nature and the use of one may preclude the use of others. Also, specific provisions may conflict with local law and/or may become outdated.**

\_\_\_\_\_(Date)\_\_\_\_\_

Effective from \_\_\_\_\_(Date)\_\_\_\_\_ until termination ( or \_\_\_\_\_(Expiration Date)\_\_\_\_ ), \_\_\_\_\_(Name )\_\_\_\_\_, hereinafter referred to as “Employee,” shall act as \_\_\_\_\_(Title of Position)\_\_\_\_\_ at \_\_\_\_\_(Name of Employer)\_\_\_\_\_, hereinafter referred to as “Employer,” in \_\_\_\_\_(Name of City and State)\_\_\_\_\_.

#### General Understandings and Covenants

1. Music is an integral part of the life of this [parish/congregation]. Under the leadership of the clergy, the Employee exercises an important ministry which reaches out to the staff, choir members, all members of the congregation, and the community.

2. The Employee agrees to recognize and facilitate the pastoral dimension of this position.
3. The music ministry will involve the Employee as a pastor, educator, and principal musician of this [parish/congregation]. The Employee's pastoral concern for and counsel to all members of the choir and the [parish/congregation] are to exemplify the [religious] spirit of this place. As an educator, the Employee will teach music and explain [worship/liturgical] concepts. As a musician, the Employee will be diligent in preparation and performance, and will cooperate with others to provide and enable the highest possible standard of worship in this [parish/congregation].
4. The Employee and the Employer agree to meet regularly so as to effect collegiality in the ministry of music.
5. It is understood that a variety of traditions and styles in [organ and choral] music [is/may be] appropriate for the services, and that the use of a variety of instruments [is/may be] expected.

### Employee's Responsibilities

*Choose one or more of 6, 7, 8, and 9*

The Employee shall:

6. Provide organ music and direct the choir(s) at the \_\_\_\_\_ service(s) regularly scheduled on \_\_\_\_\_ (Sunday morning) \_\_\_\_\_ and shall select appropriate organ and choral music for each service.
7. Provide organ music and direct the choir(s) at all services, as directed by the Employee's supervisor.
8. Provide organ and choral music for the following additional services during the year: \_\_\_\_\_.
9. Subject to the Employee's availability, provide organ and choral music for services not listed above. Payment for such services and attendant rehearsals shall be: \$ \_\_\_\_\_ per service; \$ \_\_\_\_\_ per rehearsal (or per hour or fraction thereof). The budget in fiscal year \_\_\_\_\_ (year) for this expense is \$ \_\_\_\_\_.
10. If not available, assist in the hiring of substitute musicians. The fees for the substitute musician are payable by the Employer. The budget in Fiscal Year \_\_\_\_\_ (year) for this expense is \$ \_\_\_\_\_.

11. Subject to the Employee's availability, take part in extra rehearsals for regularly scheduled services that require additional preparation. Payment for such rehearsals shall be: \$ \_\_\_\_\_ per rehearsal (or per hour or fraction thereof).
  
12. Be responsible for the leadership of the following choirs/ensembles: \_\_\_\_\_  
 \_\_\_\_\_. Rehearse once weekly (or as otherwise specified) with each of the choirs. During the summer months the choir schedule shall be: \_\_\_\_\_.
  
13. Rehearse once weekly (or as otherwise specified) with each of the choirs, from the \_\_\_\_\_ week of \_\_\_\_\_ (month) through the \_\_\_\_\_ week of \_\_\_\_\_ (month). During the summer months, music shall be provided as follows: \_\_\_\_\_  
 \_\_\_\_\_.
  
14. Cooperate with the Employer in the area of general planning and leadership of the music program. The Employee shall be directly responsible to \_\_\_\_\_ (name of committee or title of person) \_\_\_\_\_.
  
15. Function under the direct supervision of \_\_\_\_\_ (name of committee or title of person) \_\_\_\_\_, and in the absence of same, \_\_\_\_\_ (name of committee or title of person) \_\_\_\_\_.
  
16. Be responsible for the purchase of all music and music supplies, and the hiring of instrumental and vocal soloists. Expenditures in this area shall not exceed the amount provided in the church budget for the current fiscal year. The budget in fiscal year \_\_\_\_\_ (year) for these expenses is \$ \_\_\_\_\_.
  
17. Maintain the music library in an orderly fashion and maintain, at the Employer's expense, a suitable number of copies of musical pieces to enable performance of those pieces by the choirs or ensembles. The Employee shall not engage in the unauthorized duplication of copyrighted materials by photocopying or any other means that would expose the Employer to liability for penalties under existing or future copyright laws. In the event that photocopying of music becomes necessary for appropriate purposes, the Employee, on behalf of the Employer, shall first obtain all necessary permissions and authorizations prior to any such reproduction of copyrighted materials. The Employer hereby indemnifies the Employee from all liability in connection with the foregoing, provided the Employee complies with this paragraph.

18. Supervise maintenance, storage, and cleaning of choir robes. The budget in fiscal year (year) for this expense is \$ \_\_\_\_\_.
19. Provide opportunities for the choirs to attend and/or participate in festivals, concerts, and other community outreach events.
20. Attend regularly scheduled meetings of staff and other appropriate committees and, upon reasonable notice, attend such other committee meetings as may be necessary.
21. Report to the appropriate committee(s) on the condition and needs for the maintenance of the Employer's musical instruments. The Employer shall provide for the proper care of these instruments. The budget in fiscal year (year) for this expense is \$ \_\_\_\_\_.
22. Be present in the buildings and facilities of the Employer a minimum of \_\_\_\_\_ hours weekly, of which hours at least \_\_\_\_\_ shall be during the normal office hours, in order to facilitate communication with staff and to achieve integration and collegiality with all programs of the Employer.
23. Have the following days off: \_\_\_\_\_ . Deviations from this routine may be made upon proper notice.
24. Own the copyright to any work composed, created, arranged, or otherwise modified by the Employee, regardless of whether the composition, creation, arrangement, or modification was done during the term of this contract and/or at the direction of the Employer.
25. Provide ninety (90) days advance, written notice to the Employer if the Employee wishes to terminate employment or not renew this contract.

### **Employer's Responsibilities**

The Employer shall:

26. Provide a salary of \$ \_\_\_\_\_ per year, payable (pay schedule). This salary shall be reviewed annually at the time of preparation of the budget in (month in which budget is prepared).

27. Provide a vacation (with full salary) of \_\_\_\_\_ weeks annually. (The Employee will assist the Employer in obtaining a substitute.) The fee for the substitute musician will be: \$ \_\_\_\_\_ per service; \$ \_\_\_\_\_ per rehearsal. [If length of vacation is based on length of employment, AGO guidelines should be noted here.]

28. Grant up to \_\_\_\_\_ days sick leave during the year. In such cases the Employer shall pay for the services of a substitute organist and/or director. In case of extended illness the Employer will consider the granting of additional sick leave.

29. Provide the following benefits for the Employee [and his/her family/partner]: health and dental insurance, Social Security, pension plan, life insurance, paid and non-paid maternity/paternity leave. These benefits shall take into account the Employee's needs and be commensurate with the benefits received by other employees. (If the position is part-time and, by mutual agreement health and pension benefits are not provided, additional compensation shall be given to allow the Employee to individually provide for his/her needs.)

[NOTE: should this rubric be inserted here?]

*Choose 30 or 31*

30. Provide an annual allowance for continuing education in the amount of \$ \_\_\_\_\_, and provide reasonable time for the pursuit of continuing education. Funds not used in any fiscal year will accrue to the next year.

31. Provide an annual allowance (comparable to other professionals) for continuing education, professional dues, and for books, periodicals, and other publications (which shall remain the property of the Employee) in the amount of \$ \_\_\_\_\_ per year.

32. Provide for Employee's sabbatical leave as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

33. Permit the Employee to use the Employer's facilities (organ, piano) for private teaching. Times of lessons and use of facilities will be scheduled in advance so as not to conflict with the Employer's program needs. The Employee shall be solely responsible for all taxation and accounting obligations resulting from self-employment income received from private teaching, including, but not limited to, quarterly estimates and payments of all appropriate taxes and FICA/Medicare contributions.

*Choose 34 or 35*

34. Provide the Employee with \_\_\_\_\_ hours of secretarial assistance weekly.

35. Furnish secretarial assistance (including computer and software) to the Employee to reasonably enable the Employee to discharge the duties enumerated herein.
36. Guarantee that guest musicians shall not be permitted to use the Employer's musical instruments without prior approval by the Employee.
37. Provide ninety (90) days advance, written notice to the Employee if the Employer wishes to terminate employment or not renew this contract.

### **Performance Review**

38. The parties shall review this document annually to ensure that it accurately reflects the position, the music budget and merit increases for the Employee. This review shall include an evaluation of working relationships and job performance.
39. The salary review shall include the consideration of a cost of living adjustment in accordance with prevailing rates. If no such review occurs, there will be an automatic cost of living adjustment in accordance with prevailing current rates.

### **Weddings and Funerals**

*Choose 40 and/or 41 or 42*

40. The Employee will provide music at all weddings requiring organ music held within the Employer's premises. If the Employee does not play, s/he will receive his/her normal fee. The services of other organists may be used only with the permission of the Employee.
41. The Employer has adopted wedding music guidelines, attached hereto, and made a part hereof. The Employee shall supervise all music presented at all weddings, whether or not the Employee performs personally at said weddings.
42. The Employer will adopt wedding music guidelines on or before \_\_\_\_\_ (date) \_\_\_\_\_, in full consultation with the Employee who shall, in any event, supervise all music presented at weddings, whether or not the Employee performs personally at said weddings.
43. The Employee shall receive the fee of \$ \_\_\_\_\_ for a short program of music preceding the wedding ceremony and for performing during the wedding ceremony. For attendance at the wedding rehearsal(s), the Employee shall receive \$ \_\_\_\_\_ per rehearsal (or per hour or fraction thereof). Additional remuneration shall be made if

special music, and/or rehearsal and performance with additional musicians, is required. If the Employee is not available, s/he shall assist in the hiring of substitute musicians. It shall be the obligation of the Employer to secure said fee.

44. The Employee shall provide music for funeral services held within the Employer's premises if available at the time of the funeral. The fee for such a service shall be \$ \_\_\_\_\_. Additional remuneration shall be made if special music, and/or rehearsal and performance with additional musicians, is required. If the Employee is not available, s/he shall assist in the hiring of substitute musicians. It shall be the obligation of the Employer to secure said fee.

45. The Employee shall be solely responsible for all taxation and accounting obligations resulting from self-employment income received from third parties for weddings and funerals, including, but not limited to, quarterly estimates and payments of all appropriate taxes and FICA/Medicare contributions.

#### **Termination**

46. Either party may terminate this contract by giving the other party ninety (90) days' written advance notice.

47. This Agreement may be terminated as follows:

I. Upon the expiration of this Agreement without its renewal by the parties. If either the Employer or the Employee does not desire to renew this Agreement at the time it expires, notice of non-renewal shall be given in writing by the party not wishing to renew the Agreement 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 the Employer may substitute ninety (90) days' compensation for the agreed-upon notice. If either party shall give written 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 set out above.

OR

II. With the mutual consent and agreement of all parties in writing.

OR

III. For cause. Cause is defined as conviction of the Employee of an offense involving moral turpitude, gross dereliction of duty by the Employee after due warning of same, chronic insubordination to authority by the Employee after due

warning of same, or a willful failure of the Employee 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 the Employee in writing of the charges against the Employee along with notice that termination of this Agreement for cause is to be sought by the Employer.

AND

- b. The Employee has had an opportunity to be heard by the Employer and to present whatever defense may be appropriate. This hearing may be waived by the Employee in writing, at the Employee's sole discretion.

AND

- c. The existence of cause has been determined and findings of same have been reduced to writing, with a copy provided to the Employee. This determination of cause shall not take place before the hearing described in subparagraph (b) above has taken place or has been waived in writing by the Employee.

48. Termination of this contract, or any non-renewal thereof, for any reason, shall entitle the Employee to:

- a. Uninterrupted medical/dental/disability insurance for a period of \_\_\_\_\_ months from the final date of employment, the cost of which shall be borne by the Employer.
- b. Severance pay equal to     (one month's salary)     for each complete 12-month period of service, payable in a lump sum within 30 days from the final date of employment.

### **Dispute Resolution**

49. Any problems regarding termination of employment herein shall, at the option of the Employee, follow the specified *Procedures for Dealing With Complaints About Termination* ("Grievance Procedures") available through the American Guild of Organists.

50. Alternatively, at the Employee's discretion, disputes arising from the parties' employment relationship may be mediated and/or arbitrated through a mediation service such as The Federal Mediation and Conciliation Service, Washington, D. C.

**Execution**

This Agreement, and attached addenda (listed below), constitute the entire Agreement between the Employer and the Employee.\*

ADDENDA: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF the undersigned Parties have hereunto placed their hands (and seals) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (city) \_\_\_\_\_, \_\_\_\_\_ (state) \_\_\_\_\_ .

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Representative

\_\_\_\_\_  
\_\_\_\_\_  
Signature and Title of Employer

\_\_\_\_\_  
\_\_\_\_\_  
Employee

\_\_\_\_\_  
Signature of

\*May include, but not be limited to, Employer's personnel policies, a position description, or a separate document regarding compensation and benefits.

**ADDENDUM A**

*Compensation matters are alternatively listed in Addendum A for ease in annual renegotiation*

## **Compensation**

### **The Employer shall:**

1. Provide a salary of \$\_\_\_\_\_ per year, payable (pay schedule). This salary shall be reviewed annually at the time of the preparation of the church budget in (month in which budget is prepared).
2. Provide the following benefits for the Employee [and his/her family/partner]: health and dental insurance, social security, pension plan, life insurance, paid and non-paid maternity/paternity leave. These benefits shall take into account the Employee's needs and shall be commensurate with the benefits received by other employees. [If the position is part-time and, by mutual agreement health and pension benefits are not provided, additional compensation shall be given to allow the Employee to provide individually for his/her needs.]

### **Weddings and Funerals**

3. For a short program of music preceding a wedding ceremony and performing at the wedding ceremony the fee shall be \$ \_\_\_\_\_. For attendance at the wedding rehearsal(s) the fee shall be \$\_\_\_\_\_ per rehearsal (or per hour or fraction thereof). Additional remuneration shall be made if special music, and/or rehearsal and performance with additional musicians is required. If the Employee is not available, s/he shall assist in the hiring of substitute musicians. It shall be the obligation of the Employer to secure said fee.
4. The fee for a funeral service shall be \$ \_\_\_\_\_. Additional remuneration shall be made if special music, and/or rehearsal and performance with additional musicians, is required. If the Employee is not available, s/he shall assist in the hiring of substitute musicians. It shall be the obligation of the Employer to secure said fee.

### **Additional Services and Rehearsals**

5. The reimbursement for services and rehearsals not listed in the Agreement shall be: \$\_\_\_\_\_ per service; \$\_\_\_\_\_ per rehearsal (or per hour or fraction thereof).
6. The reimbursement for extra rehearsals for regularly scheduled services that require additional preparation shall be \$\_\_\_\_\_ per rehearsal (or per hour or fraction thereof).

## **Publicizing An Available Position**

Religious institutions initiating a search for a musician are strongly encouraged to post a notice of vacancy in addition to relying on word of mouth. This represents fair practice in terms of professional notification and generally expands the applicant pool.

Both the Detroit and Ann Arbor Chapters of the American Guild of Organists list available positions in their newsletters. The national office publishes a monthly magazine (The American Organist) with classified advertisements. Many religious institutions also have national placement services that offer listings. Local newspapers and music schools or conservatories may also post vacancies. Posting a position through the AGO has the potential to reach the greatest number of church and synagogue musicians. For further information, contact the placement chairperson or the dean of your local AGO chapter.

## **What to Include in the Notice of Vacancy.**

- \_ Position Title
- \_ Name, Address and Phone Number of Church or Synagogue Date Position is Available
- \_ Expected Materials (Curriculum Vitae) and Deadline for Receipt Name and Phone Number of Contact Person
- \_ Specific Service and Rehearsal Requirements -Weekly Additional Duties as Required
- \_ Brief Profile of Music Program -Include number of ensembles and type
- \_ Brief Profile of Congregation -include size, average age, staff size, goals, etc.
- \_ Type of Organ as well as Additional instruments -Brand names are helpful
- \_ Salary Range -Phrases such as "negotiable" or "commensurate with experience" are not as persuasive as actual figures
- \_ Paid Vacation Allowed
- \_ Benefits -for example, health and disability insurance, sick leave, retirement/ pension, book or music allowance, continuing education funding, car or travel allowance, housing assistance, study leave, etc. It is acceptable to list applicable benefits without specific figures.

## **Interviewing Candidates**

It is recommended that those who have been appointed to conduct the interviews be prepared to answer questions regarding duties, salary considerations, budgets, etc. Each candidate should be notified in a timely manner as to what will be expected of him or her at the interview. If music is to be prepared, two weeks preparation time is considered normal courtesy, and certainly no less than one week should be expected. If specific choral music is to be prepared, the institution should provide it. Further ideas on the interview procedure can be obtained from the Detroit and Ann Arbor chapters of the American Guild of Organists.

## PART IV ADDITIONAL RESOURCES

American Choral Directors Association, P.O. Box 6310, Lawton, OK 73506-0310.

American Guild of English Handbell Ringers, 1055 E. Centerville Station Rd., Centerville, OH 45459, [www.agehr.org](http://www.agehr.org).

American Guild of Organists, *Professional Concerns Handbook* \$12.50 per copy. AGO Headquarters 475 Riverside Drive, Suite 1260, New York, NY 10015, [www.agohq.org](http://www.agohq.org).

Association of Anglican Musicians, Communications Office 28 Ashton Rd., Fort Mitchell, KY. 41017, [www.anglicanmusicians.org](http://www.anglicanmusicians.org).

Association of Lutheran Church Musicians P.O. Box 6064, Ellicott City, MD 21042-6064 [www.alcm.org](http://www.alcm.org).

Choristers Guild 2834 W. Kingsley Rd., Garland, TX 75041-2498, [www.choristersguild.org](http://www.choristersguild.org).

Fellowship of American Baptist Musicians, 1600 Tall Tree Dr., Trenton, MI 48183, [www.fabm.com](http://www.fabm.com).

Fellowship of United Methodists in Worship, Music and Other Arts, P.O. Box 24787, Nashville, TN 37202-4787, [www.fumma.org](http://www.fumma.org).

Guild of Temple Musicians, (Union of Hebrew Congregations), 633 Third Av. New York, NY 10017-6778, <http://rj.org>.

Lutheran Church-Missouri Synod, 1333 S. Kirkland Rd., St. Louis, MO 63122-7295, [www.lems.org](http://www.lems.org).

National Association of Pastoral Musicians (Roman Catholic), 225 Sheridan St. N.W., Washington, D.C. 20011-1492, [www.npm.org](http://www.npm.org).

National Network of Lay Professionals in the Episcopal Church, 74 Trinity Place, New York, NY 10006, [www.ecusa.anglican.org/nnlp/](http://www.ecusa.anglican.org/nnlp/).

Presbyterian Association of Musicians, 100 Witherspoon St., Louisville, KY 40202-1396, [http://horeb.pcusa.org/pam/National\\_Office.htm](http://horeb.pcusa.org/pam/National_Office.htm).

Program Director for Music and Arts, Evangelical Lutheran Church in America (ELCA), 8765 Higgins Rd., Chicago, IL 60631, [www.elca.org](http://www.elca.org).

Wisconsin Evangelical Lutheran Synod, 2929 Mayfair Rd., Milwaukee, WI 53222, [www.wels.net](http://www.wels.net)