

## **Letter of Agreement (LOA)**

### **Between**

**Dr. Dennis Northway and Grace Episcopal Church, Oak Park, Illinois**

Effective from the date executed until termination or retirement, **Dennis Northway**, hereinafter may be referred to as "Employee," shall continue to act as Music Director of Grace Episcopal Church, hereinafter may be referred to as "Employer," in Oak Park. This agreement updates and supersedes a previous agreement between Employer and Employee dated July 12, 2000 and reflects a 24 year employment relationship.

### **GENERAL UNDERSTANDINGS AND COVENANTS**

1. Music is an integral part of the life of this parish. Under the leadership of the clergy, the Employee exercises an important ministry that reaches out to the staff, choir members, 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 principal musician, a pastor, and an educator of this parish. 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. The Employee's pastoral concern for and counsel to all members of the choir and the parish are to exemplify the religious spirit of this place.
4. The Employee and the Employer agree to meet regularly to facilitate collegiality in the music ministry.
5. The primary resources for hymns and service music during worship will be those resources approved by General Convention for general or trial use in The Episcopal Church. It is understood that a variety of traditions and styles in organ, instrumental and choral music are appropriate for the services, always informed by the inherent worship and ethnic identity of Grace Episcopal Church.

### **EMPLOYEE'S RESPONSIBILITIES**

In the employ of Grace Episcopal Church, **Dr. Northway** shall:

1. Play, direct and administer Grace's music program in accordance with the Parish Musician Position Description which is a part of this Letter of Agreement. The position is to average 30 hours/week including services, choir preparation, practice and rehearsal, and administration of the music program.
2. Cooperate with the Employer in the area of general planning and leadership of the music program. The Employee shall be directly responsible to and function under the direct supervision of the Rector/Priest-in-Charge/Interim Rector and in the absence of same, the Senior Warden.

3. Establish a normative schedule of hours at the church for purposes of communication and administration.
4. Own the copyright and/or the rights granted by copyright holder 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.
5. Complete *Keeping God's People Safe* (on-line) training, all modules appropriate for a staff member who works with children, supervisors adults, and exercises decision-making privileges, within the first 90 days of employment, to be updated in accord with diocesan policy, and agrees to abide by diocesan policies for protection of children and adults from sexual harassment and exploitation during his tenure.
6. Obtain, at his own expense, appropriate and competent substitute(s) to perform his duties and obligations under this LOA whenever he will be absent from his duties and such absences are not part of his approved vacations or leave time pursuant to this LOA. ~~Dr. Northway~~ shall obtain approval from the Rector in advance of such proposed absences and such approvals shall not be unreasonably withheld.
7. Provide four weeks advance, written notice to the Employer if the Employee wishes to terminate employment or not renew this agreement.

### **EMPLOYER'S RESPONSIBILITIES**

In consideration of the faithful performance by ~~Dr. Northway~~ of the duties herein described, the Employer shall:

1. Provide a salary of \$ 49,890 per year, payable bi-monthly. This salary shall be reviewed annually at the time of preparation of the budget. 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 diocesan recommendations for church employees.
2. Times of vacation or leave
  - a. Two full weeks of vacation with full salary annually including three Sundays.
  - b. Up to 2 Sundays annually for professional leave e.g. in conjunction with continuing education or outside performances, and up to 2 Sundays of personal/sick leave during the year.
  - c. The Employee will assist the Employer in obtaining a substitute for times of vacation and leave, excepting emergencies. The Employer shall pay for the services of a substitute organist and/or director.



### 3. Benefits:

- a. Pension payments at or greater than mandated by Diocesan canon for lay employees will be made to an account in the Employee's name with the Church Pension Group.
  - b. Employer's portion of mandated FICA contributions.
  - c. Healthcare coverage in accordance with Diocesan canon i.e. on par with that offered to clergy employed at Grace, will be provided.
  - d. Provide an annual allowance for reimbursable professional expenses. This account is currently listed as Entertainment/Networking in the chart of accounts.
  - e. Provide an annual allowance for continuing education in the amount of at least \$ 750 and provide reasonable time for the pursuit of continuing education. Funds not used in any fiscal year will accrue to the next year. "Continuing education" may include, but not necessarily be limited to, instrumental study, choral conducting and vocal study, trends in worship, and administrative skills.
4. As an intangible benefit, and recognizing the value of investing in future church musicians, the Employee may use the Employer's facilities and instruments for private teaching. 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. The Employee shall establish regular hours for such instruction and shall maintain his own personal liability insurance policy covering this activity.
  5. Guarantee that guest musicians shall not be permitted to use the Employer's musical instruments without prior approval by the Employee.
  6. Provide four weeks advance, written notice to the Employee if the Employer wishes to terminate employment or not renew this contract.

### **MINISTRY REVIEW**

1. The parties shall review this document annually to ensure that it accurately reflects the position, the music budget, and consider merit increases for the Employee. This review shall include an evaluation of working relationships and performance. The employee is encouraged to solicit feedback periodically from choir members and parishioners and to consider such feedback in planning Grace Music Program in consultation with the Rector.

2. In the event that the Employer's needs change, the Employee will be considered for additional, new and/or different duties and responsibilities, subject to contract renegotiation.

### WEDDINGS AND FUNERALS

1. The employee shall have first refusal for weddings and funerals and will be compensated separately for those services. Additional remuneration shall be made if special music, and/or rehearsal and performance with additional musicians, is required. It shall be the obligation of the Employer to secure said fee. At the time of this LOA, \$ 350 is the baseline fee. For weddings, the fee shall be according to the schedule described in Grace Wedding Policies. If the Employee does not play, he/she will receive 50% of his/her baseline fee unless a different arrangement is made in advance.
2. 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.

Recognizing that Employer and Employee are entering this agreement during an interim period, with every expectation that a Rector will be called during the first year of this updated agreement, it is the intent at the time of signing, that this agreement will continue for at least one year following the arrival of the next Rector of Grace Church.

_____ The Rev. Mary Slensk Interim Rector	_____ Date	_____ Dr. Dennis Northway Parish Musician	_____ Date
_____ Warden	_____ Date		