

**HIRING AND
COMPENSATION OF
THE CLEVELAND AREA
CHURCH AND
SYNAGOGUE MUSICIAN**

prepared by the
Professional Concerns Committee
Cleveland Chapter,
American Guild of Organists

September 1998 - Fifth Edition
Updated May 2000

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INTRODUCTION

The American Guild of Organists (AGO) was established in 1896. Today its membership is over 21,000 with chapters in all of the fifty states and in Europe, making it the world's largest organization of musicians. The Cleveland Chapter of the AGO was founded in 1908 and, through its Professional Concerns Committee, is prepared to assist local congregations in their search for well-trained musical leadership.

The purpose of the AGO is to advance the cause of worthy religious music and improve the status and efficiency of organists and choirmaster. Its motto is SOLI DEO GLORIA - "To God Alone Be Glory." The AGO is a nonprofit, nonsectarian organization with national headquarters in New York City. Among its publications is the excellent monthly magazine *The American Organist*.

This booklet was written to offer guidance concerning the work of the church and synagogue musician. It is a response to many questions from religious institutions and from musicians in the Cleveland area as they seek a fair and just method of remuneration. In this booklet the word "church" is used to refer to all religious institutions.

When the Professional Concerns Committee of the Cleveland Chapter, AGO, assembled the booklet, it was a compilation of several documents from AGO chapters across the United States containing salary guidelines for church musicians and represented a cross-section of salary suggestions in relation to educational background, experience and time spent on the job each week. We would like to emphasize that these salary guidelines are merely *suggestions* to musicians concerning the general relation of compensation to the individual position. In negotiating a salary, such factors as size of congregation, financial position of the institution and past salaries must be considered in presenting financial proposals. Remember, salaries can often be substantially improved over a period of time, and therefore it is essential that one use common sense when referring to these suggested salaries/compensation and use them only as a point of departure in salary discussion.

Portions of this booklet are adapted from similar guides published by the following chapters of The American Guild of Organists:

Denver Chapter, 1983 edition
Boston Chapter, 1984 edition, 1986 salary and fee Guidelines
Lansing Chapter, 1984 edition
Phoenix Chapter, 1984 edition
Louisville Chapter, 1985 edition
Dayton Chapter, 1990 edition
Washington, D. C. 1997 edition
American Guild of Organists *Chapter Management Handbook*
CP Index

1992 Professional Concerns Committee, Cleveland Chapter

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Revised September 1998

American Guild of Organists 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.

History and Purpose of the American Guild of Organists

The American Guild of Organists (AGO) is the national professional association serving the organ and choral music fields. The Guild serves approximately 20,000 members in 348 chapters throughout the United States, and in Europe, Korea and Argentina.

Founded in 1896 as both an educational and service organization, the Guild seeks to set and maintain high musical standards and to promote understanding and appreciation of all aspects of organ and choral music.

Under the leadership of the National Council, a network of volunteer committees and officials at the regional, district, and local levels directs the activities of the Guild. The AGO National Headquarters is in New York City where a full time staff supports and coordinates publication, administration, and development activities of the organization. For purposes of administration and representation, the Guild is divided into nine geographical regions, and each chapter is assigned to one of them.

The purposes of the American Guild of Organists are:

1. To advance the cause of organ and choral music, to increase their contributions to aesthetic and religious experiences, and to promote their understanding, appreciation, and enjoyment.
2. To improve the proficiency of organists and choral conductors.
3. To evaluate, by examination, attainments in organ playing, choral techniques, conducting, and the theory and general knowledge of music, and to grant certificates to those who pass such examinations at specified levels of attainment.
4. To provide members with opportunities to meet for discussion of professional topics, and to pursue such other activities as contribute to the fulfillment of the purposes of the Guild.

Guild sponsored activities include a series of examinations for professional certification as well as programs and an extensive list of publications, audiocassettes and learning resources for all levels of interest. The Guild sponsors competitions in organ performance and improvisation and in organ and choral composition. National and regional conventions held in alternate years, present the finest performers. *The American Organist* magazine, published monthly by the AGO, is the most widely read journal devoted to organ and choral music in the world.

Code of Ethics

Approved by National Council 11/15/99

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 has been officially and publicly declared vacant by announcement of the vacancy, with the knowledge of the incumbent musician.

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.

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).

Code of Professional Standards

Members of the American Guild of Organists dedicate themselves to the highest standard of professionalism, integrity and competence. The following principles are guidelines for the conduct of members in fulfilling their obligations as professional musicians.

Approved by National Council 11/15/99

Skills:

1. Members develop and maintain skills in performance, improvisation, service playing, conducting, arranging, and composing commensurate with their duties.
2. Members stay abreast of current developments in liturgy, hymnody, performance practice, and musicology through continuing education.
3. Members become knowledgeable in the liturgy and worship traditions of the institutions they serve.
4. Members acquire business, administrative and interpersonal skills to perform their duties.

Employment Matters:

- i. Members agree to employment only after reaching a clear understanding of the position, the employer's expectations, and the lines of accountability.
- ii. Members request written contracts that protect employee and employer.
- iii. Members maintain courteous and respectful relationships with other staff members and members of their congregations, making an effort to resolve potential conflicts as soon as they become evident.
- iv. Members address differences with employing institutions through appropriate channels, including, but not limited to, their contract, the institution's personnel policies manual, and the guild's Procedures for Dealing with Complaints about Termination

Respect for Colleagues:

- i. Members supervise other musicians in a professional and courteous manner.
- ii. Members respect the intellectual property rights of composers, authors and publishers by complying with the Copyright Law and licensing requirements regarding reproduction, recording, distribution, broadcasting and performing rights.
- iii. Members address differences with other members of the American Guild of Organists by following the procedures outlined in the Discipline.
- iv. Members do 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).

WHAT THE GUILD CAN DO FOR YOU

If **YOU** are a church or synagogue:

- The Guild helps to upgrade the quality of all church music through its programs, workshops and master classes, most of which are open to nonmembers as well as to members.
- The Guild maintains a placement information service for organists and/or choir directors - full or part-time, permanent or temporary. If you are in need of a musician, please call the AGO Placement Officer for the Cleveland Chapter:

If **YOU** are a church or synagogue musician:

- The AGO provides invaluable contact with colleagues in sacred music.
- AGO membership includes a subscription to the Cleveland Chapter monthly newsletter and the national magazine *The American Organist*
- There are many educational opportunities through:
 - 1) Classes, workshops and programs at local monthly meetings and at yearly regional or national conventions.
 - 2) Optional Guild examinations for Choirmaster, Colleague, Associate and Fellowship Certificates.
 - 3) Pamphlets and tapes available for modest fees from AGO Headquarters: The American Guild of Organists 475 Riverside Drive, Suite 1260 New York, NY 10115 212/870-2310 or 8702163 (FAX)
 - 4) A national organ playing competition every two years with additional local and regional competitions.
- Assistance in finding available positions

MINISTRY THROUGH MUSIC

The significance of music ministry is reflected in a survey quoted by Dr. George Hunter of Asbury Theological Seminary in which over 60% of those interviewed listed the music program as the element of worship which drew them into the congregation.

The church that ministers effectively to its congregation recognizes that it is as important to employ skilled, sensitive, talented and committed musicians as it is to employ skilled, sensitive, talented and committed clergy.

Not only is it imperative to have strong and committed musical leadership, but also a strong rapport between clergy and musicians. Only when musicians and clergy support each other can each realize his or her unique potential to enrich the lives of the members of the congregation.

Every congregation would, therefore, use the same care in determining the proper compensation for their musicians as for their clergy. Indeed, the same criteria levels of skills, background and training, total time required and magnitude of their contribution to the total church program should be used for the determination of the musician's salary as it is used for the salary of the clergy. Both are trained professionals. Both have special and unique skills and talents. Both deserve reasonable compensation, whether monetary or provisional, for the benefits the church derives from their employment.

The ministry (both musical and pastoral) seeks to glorify God through the following goals:

- i. **CELEBRATION.** To heighten worship for the congregation contributing to the spiritual life through leadership in worship - liturgy and hymns, and with anthems, solos, organ and other instruments in festival services and other gatherings.
- ii. **EDUCATION.** To make the program of the congregation religious, educational, artistic and recreational factors in the lives of its members; to develop and train individual participation in worship; to teach appreciation for hymns and other great music of the faith; to train members in higher ideals; to encourage a sense of personal responsibility; to develop a spirit of cooperation.
- iii. **PROCLAMATION.** To witness as an outreach, or extension of the church, into the community and beyond.

Before efforts are made to employ a church musician, the job should be analyzed to determine the extent of the responsibilities. The church should also consider the effectiveness of the existing music program and decide if changes are needed. Once the job is defined and a detailed job description has been drawn up, the church can realistically determine an appropriate salary. It should be remembered that the competent, qualified church musician has invested thousands of dollars and years of hard work to develop his/her skills and should receive proper compensation.

Each church must judge the applicants for a position on the basis of musical and personal qualifications. The selection committee should supply each applicant with a job description and should receive a resume/letter of qualification in return. Several candidates might be eliminated after consideration of this material.

After the initial screening process, a candidate's musical and professional qualifications should be considered in a personal interview and audition. Other considerations are personality, degree of rapport with coworkers, and the ability to communicate effectively. All candidates should be notified as to whether they have or have not been chosen for a position.

HIRING THE MUSICIAN

Before efforts are made to employ a musician, the job should be analyzed to determine the extent of responsibilities. The church should also consider the effectiveness of the existing music program and decide if changes are needed. The results of this evaluation should enable the committee to write a detailed job description, which should include an agreed upon concept of the role of music in the worship of the congregation.

The actual hiring of a professional musician is usually assigned to a special committee which should include some of the same persons who wrote the job description. An effective search committee might include representatives from:

- i. The clergy
- ii. The choir(s)
- iii. Church governing bodies - Personnel committee
- iv. Worship or liturgy committee
- v. A musical consultant from either the membership or the community

The inclusion of a musical consultant is often overlooked, and yet he/she is often the best person to judge the candidates' musical qualifications. If the consultant is from outside the church membership, this person should receive a fee, determined in advance.

The job description should be mailed to applicants in response to their inquiries. The committee should set a date by which all applications and resumes should be received. When the job has been defined, an appropriate salary range should be established and indicated. (The term "salary negotiable" is not acceptable.)

ADVERTISING

The following resources are available:

- i. National denominational publications
- ii. *The American Organist* (The national AGO magazine)
- iii. Regional denominational publications
- iv. Local newspapers
- v. Cleveland AGO Placement Information Service

The Professional Concerns Committee of the Cleveland AGO Chapter can advise search committees of other resources which may be helpful.

A SAMPLE PLACEMENT REQUEST

The following checklist could be used by religious institutions preparing advertising copy in the search for a musician:

1. Name, address and phone number of Congregation.
2. Name, address and phone number of Clergy or Chair of the Search
3. Committee (Person to be contacted)
4. Title of Position to be filled.
5. Number of services per week.
6. Number of ensembles and type (children, youth, adults, handbells, etc.) Sizes of choirs, organizations would be helpful. Number of rehearsals per week and times.
7. Type of instrument(s). If possible, include year, name and size of organ.
8. Number of hours (approximate) per week required by the position.
9. (A worksheet to help determine this is included in this booklet)
10. Salary range per month or per year. (The word "negotiable" is not sufficient.)
11. Fees for weddings and funerals.
12. Benefits: (retirement, medical, sabbatical, paid vacation, continuing education, etc.)

If possible, include a brief congregational/institutional profile (size of congregation, age, church budget, staff, etc.) and any special talents or knowledge required for the position.

TYPICAL DIVISION OF THE MUSICIAN'S TIME

The largest portion of an organist/director's time is spent on planning, organizing and leading the choir program. This includes music selection and learning or review prior to choir rehearsal.

An organist spends a large part of his/her time in keyboard practice to maintain skills and learn new music whenever possible. There is no typical situation, as each is unique to the needs of a particular church and musician.

Most choirs meet once a week for rehearsal and warm-up prior to the worship service. Children or youth choirs generally rehearse about one hour while adult choirs spend up to two hours.

Churches with one choir generally have one service per week. Often a multiple choir church will have two services a week or more. Frequently a cumulative effect occurs with multiple choirs because they are often larger than average and do more ambitious music. Thus, a director must spend more time in planning and implementing such a music program.

In addition the average church or synagogue musician has responsibility for music at six to ten services during the year aside from weekly worship. These may include Rosh Hashanah, Yom Kippur, Thanksgiving Eve or Day, Christmas Eve or Christmas Day, Ash Wednesday, Maundy Thursday, Good Friday, Easter Vigil or Sunrise, and evening services during the penitential season.

Church or synagogue musicians whose institutions place high priority on the music program will spend more time on their music, and the end result will be higher quality.

DETERMINATION OF SALARY

In establishing a salary for a professional church musician, two primary factors should be considered:

- i. The extent of responsibilities required, reflected in the average number of hours necessary for successful fulfillment.
- ii. The training and skill of the individual.

Fair employment practices demand that the musician be compensated on the basis of the responsibilities assumed and duties performed, without regard to such extraneous factors as other income, the employment of his/her spouse, or the number of persons in the family.

**A CHECKLIST OF DUTIES AND HOURS REQUIRED
 FOR THE CHURCH MUSICIAN**

	Hours per week
Planning	
a. Staff meetings and consultations	
b. Worship planning with staff	
c. Program planning and implementation with the Worship and/or Music Committees	
d. Development and administration of the music budget	
Choral Work	
a. Recruiting/training of choir members for all services	
b. Maintaining and expanding the church music library	
c. Selecting choral music for services from the church library or through borrowing music; reviewing new publications	
d. Studying the music so an artistic interpretation may be developed	
e. Arranging/composing music for a particular service need or to fit a special situation	
f. Stamping, sorting, and filing music; sending choir reminders and maintaining choir vestments	
g. Preparing for rehearsal including such decisions as rehearsal pacing, variety and other subtle considerations	
h. Preparing the rehearsal room: moving chairs and organizing stacks of music and visual aids	
i. Conducting the rehearsal: teaching music, Christian education and liturgy	
j. Consulting with individual choir members before and after rehearsals for the purposes of encouragement, use of special gifts and personal ministry	
Keyboard Work	

a. Reviewing, selecting and purchasing appropriate music for the services	
b. Learning or reviewing the music and determining proper organ registration	
c. Learning (and in many cases adapting) choral accompaniments	
d. Accompanying choral/cantor and instrumental rehearsals	
e. Supervising and maintaining the church keyboard instruments	
f. Maintaining technical skills by consistent practice	
g. Performing recitals and participating in other music programs	
Service Duties	
a. Individual practice and warm-up	
b. Rehearsing choir(s) before service(s)	
c. Playing and/or conducting musical portions of the service(s)	
d. Setting up all rooms, materials and instruments needed for the service(s) (e.g. chairs, music stands, handbells)	
e. Developing congregational participation in music through congregational rehearsals when needed	
Additional Important Duties	
a. Personal continuing education in the form of periodicals, books, recordings and various workshops and conventions	
b. Developing a liaison between music programs and other activities in the church	
c. Planning and implementing special music programs, choir camp, tours and concerts	
d. Auditioning and employing singers/players	
e. Writing for church newsletters and other publications; preparing publicity releases about important church music events	

f. Significant office work including telephone calls and correspondence	
g. Securing substitute(s) when necessary	
h. Travel time (if applicable)	
TOTAL HOURS PER WEEK	

Although a musician may not think in terms of being an hourly employee, hourly rates do provide a convenient and realistic comparison with other occupations. The hourly rate should be comparable with other professionals in your area, such as teachers in public schools and universities.

WEDDINGS, FUNERALS AND MEMORIAL SERVICES

Since there are many variables in planning and playing for weddings, funeral and memorial services, it is recommended that fee quotations reflect the hours spent in planning and performance. The checklist below may be helpful.

a. Consultation with clergy	
b. Consultation with couple/family	
c. Wedding rehearsal	
d. Written work (for bulletin, etc.)	
e. Preparation of music; practice	
f. Planning, organizing music	
g. Rehearsal w/soloists(s)	
h. Travel, rehearsals, actual duration of service and conclusion of duties	
i. Telephone contact (soloist, etc.)	
j. Time spent purchasing music	
k. Pre-service performance	
i. Other duties; explain	

TOTAL HOURS	

THE INTERVIEW

Interviews should be conducted with all committee members present and within a short enough period of time that all candidates can be effectively compared. The following guidelines for interviewing should be kept in mind:

- i. State clearly to all candidates well in advance of the audition what the audition requirements are.
- ii. Allow time for a short program of music to be played by each organ candidate. This could be as short as two contrasting pieces. Practice time should be made available to the candidate prior to the audition.
- iii. Hymn playing ability should be evaluated by asking the candidate to play two or three hymns of diverse character. Ask the candidate to introduce the hymn and play one or two stanzas.
- iv. The committee may wish to hear the candidate in other playing roles which are appropriate to the service (e.g. accompaniment of anthems or chants, psalmody, etc.). Will piano performance be called for in the worship services?
- v. It is a good idea to ask a candidate's preference to type and style of music and to request a list of sample repertoire.
- vi. The committee should be prepared to discuss the organ, maintenance arrangements, and to take the candidate on a tour of the building and its facilities. The candidate may have questions about the choral library contents and the budget.
- vii. Before reaching a final decision, consider having the finalist(s) conduct a rehearsal with the choir and play and/ or conduct a church service with the full committee present. If this is done, the candidate should be fully compensated with a professional fee. As part of the selection process it may be possible for the committee to visit the church where the candidate is presently employed.
- viii. Salary should be openly discussed. The committee should be prepared to state what is being offered, how it will be paid, the taxes and pension withheld, vacation time, substitute arrangements, and benefits. Wedding and funeral fees

should be discussed; responsibilities should be included in the job description.
Use of the organ and teaching privileges should also be clearly stated.

BASE SALARY GUIDE FOR CHURCH MUSICIANS IN THE CLEVELAND AREA

	Doctorate in Organ or Sacred Music or FAGO Certification	MA in Organ Sacred Music or AAGO Certification	BA in Organ Sacred Music or CAGO Certification	Service Playing Certificate
FULL TIME	50,000 - 38,000 (12,500-9,500)	44,000 - 34,900 (11,000-8,725)	38,000 - 31,200 (9,500-7,800)	34,000 - 25,700 (8,500-6,425)
3/4/ TIME	38,000 - 27,600 (9,500-6,900)	34,900 - 24,800 (8,725-6,200)	31,200 - 22,000 (7,800-5,500)	25,700 - 18,300 (6,425-4,575)
1/2 TIME	27,600 - 20,000 (6,900-5,000)	24,800 - 18,000 (6,200-4,500)	22,000 - 15,750 (5,500-3,930)	18,300 - 13,000 (4575-3,250)
3/8 TIME	20,000 - 14,600 (5,000-3,650)	18,000 - 13,340 (4,500-3,335)	15,750 - 12,000 (3,930-3,000)	13,000 - 9,500 (3,250-2,375)
1/4 TIME	14,600 - 10,640 (3,650-2,660)	13,340 - 9,200 (3,335-2,300)	12,000 - 7,950 (3,000-1,988)	9,500 - 6,400 (2,375-1,600)

NOTES

1. The top line figure in each category stated above refer to Cash salary only. It is recommended that a benefits package (health insurance, social security, retirement/pension, life insurance, disability insurance, education grant, etc.) of at least 25% of the base salary be provided in addition. If no benefits are provided, an additional 25% (figure shown in brackets beneath) should be added to the cash salary so that the musician can cover these important expenses.
2. Most churches with budgets under \$60,000 per year will be in the far right category, those with annual budgets between \$75,000-\$150,00 will be in the 3/8 or 1/2 time category and churches with budgets over \$150,000 will range from full time down to 1/2 time.
3. This table is based on 52 weeks (w/4 weeks paid vacation), one service per week, and is for persons having a minimum of 5 years experience. Churches with multiple services per week such as Roman Catholic, should increase the base salary accordingly.
4. Education is one of the main purposes of the Guild and the organization seeks to educate, advance, and improve the musical skills and understanding of our members. A unique opportunity available to Guild members is the chance to test their abilities

and earn professional certification. The Professional Certification Program, which confers the Fellow (FAGO), Associate (AAGO), Colleague, Choir Master, and Service Playing certificates on members who successfully complete their examinations, seeks to standardize certain levels of musical expertise and provide professional recognition of members' ability, regardless of their level of formal, scholastic musical education.

5. It is recommended that the Current Consumer price index be considered in determining salary increase.

ADDITIONAL COMPENSATION

Since a wedding is a service of worship, the selection committee should be prepared to discuss fees and obligations. The resident organist should have the prerogative to play all weddings. If another musician is requested, and the resident organist is available, the guest organist may play only with approval of the resident organist. Under such circumstances it is recommended that the resident organist receive the customary fee as a consultation fee. This consultation fee should be paid prior to the wedding service. If the resident organist is not available for the wedding, he/ she still has the prerogative and obligation to approve the substitute. The wedding couple should pay the guest musician directly. Similar consideration should be given to funeral/memorial fees.

RECOMMENDED MINIMUM FEES FOR WEDDINGS, FUNERALS AND SUBSTITUTE CHURCH/SYNAGOGUE MUSICIANS (1997/98)

The following fees have been approved by the Professional Concerns Committee and the Executive Committee of the Cleveland Chapter AGO as the minimum fees to be paid to church or synagogue musicians for extra services.

WEDDINGS AND FUNERALS/MEMORIAL SERVICES

Suggested fee for wedding or funeral service (including one consultation)	\$100-\$225
Each rehearsal (soloist, choir, instrumentalist, wedding party)	\$40-\$65

Note: These fees should be paid to the musician prior to the wedding or funeral.

FEES FOR SUBSTITUTE ORGANISTS/ DIRECTORS

Suggested minimum fee

for 1 service (organist OR director)	\$100-\$145
for 1 service (organist/director)	\$100-\$175
Each additional service	50% of fee for 1 service
Rehearsal (other than warm-up)	\$65-\$100

CONTRACT CONSIDERATIONS A Memorandum of Understanding

A letter of agreement or contract may include goals of the music ministry and a job description. Employment begins with a spirit of mutual understanding of responsibilities and privileges. Also, future clergy or board members will have a written memorandum of what is expected in this position.

Any employee can be released from employment, just as any employee can choose to accept a better position and work elsewhere. But one important reason for having a written agreement is to ensure that neither party is left adrift with no warning, recourse, or financial assistance.

A contract is not a tenure document. Contracts do not guarantee employment. What a contract does is outline the mutual expectations of both parties for a stated period of time, the compensation arrangements, and termination guidelines.

No model contract works for all. We encourage members to use one of the contract models found at the back of this publication and to tailor them to individual situations. Model Contract B differs from Model A only in the handling of financial matters. In Model B, they are gathered in an addendum to the contract proper. In

this way, only the addendum may be renegotiated each year (or as stated in the contract), instead of the entire contract.

The National AGO's Professional Concerns division wishes to acknowledge the generous assistance of the Association of Anglican Musicians in the drafting of these model contracts. Use of these forms is entirely voluntary by the contracting parties, who agree that neither the American Guild of Organists nor the Association of Anglican Musicians have any legal liability a result of the use of these forms.

As in other employment, rights and benefits should include freedom from discrimination because of age, race, sex, and sexual orientation. The following should also be considered:

- i. Contract with right to serve as organist for all weddings and funerals wit in the institution
- ii. Annual review and merit increases
- iii. Cost of living increases
- iv. Vacation with full pay
- v. Sick leave with pay
- vi. Social Security
- vii. Pension plan or other retirement benefits
- viii. Disability compensation
- ix. Life insurance
- x. Continuing education allowance

- xi. Mileage at IRS rates for travel other than to regular services and rehearsals (travel to workshops, conferences, church-approved choir trips)
- xii. Proper maintenance of church musical instruments
- xiii. Rehearsal room
- xiv. Adequate office and work space
- xv. Use of church facilities for teaching
- xvi. Professional dues

EMPLOYEE VS. INDEPENDENT CONTRACTOR

Occasionally churches will hire musicians as independent contractors instead of employees. Under this arrangement, the church pays no taxes and provides no benefits. There are IRS guidelines for distinguishing an employee from an independent contractor and according to these rules, the majority of regularly employed church musicians are considered employees.

Organists need to be aware that as an independent contractor you are responsible for taxes on professional fees. Consult a tax advisor concerning your responsibilities

located at <http://www.agohq.org/profession/index.html>

AMERICAN GUILD OF ORGANISTS

Model A: Sample Contract for Church Musicians

(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).

The Employee shall:

1. 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.
2. Provide organ and choral music for the following additional services during the year: [specify]
3. Subject to the Employee's availability, provide organ and choral music for additional services not listed above. Reimbursement for such services and attendant rehearsals shall be: _____per service; _____per rehearsal (or per hour of rehearsal). Assist in the hiring of substitute musicians when Employee is not available.
4. Subject to the Employee's availability, take part in extra rehearsals for regularly scheduled services that require additional preparation. Reimbursement for such rehearsals shall be: _____per rehearsal (or per hour of rehearsal).
5. Be responsible for the leadership of the following choirs/ensembles: [specify] .
6. Rehearse once weekly (or as otherwise specified) with each of the choirs. During the summer months the choir schedule shall be [specify].
6. Cooperate with the Employer in the area of general planning and leadership of the music program. Employee shall be directly responsible to (Name of committee or title of person) .
7. 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. The budget in the (date) fiscal year for these expenses is \$ _____ .
8. 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 shall first obtain all necessary permissions and authorizations prior to any such reproduction of copyrighted materials.

9. Provide music at all weddings requiring organ music held within the Employer's premises. The services of other organists may be used only with the permission of the Employee. In such cases the Employee shall receive his/her normal fee.
10. For providing a short program of music preceding the 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 of rehearsal). Additional remuneration shall be made if special music is required. Assist in the hiring of substitute musicians when not available.
11. 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 \$_____. The fee for attendance at rehearsals shall be as in (10) above. (Additional remuneration shall be made if special music is required.) Assist in the hiring of substitute musicians when not available.
12. Attend regularly scheduled meetings of staff and other appropriate committees, and upon reasonable notice, attend such other committee meetings as may be necessary.
13. Report to the appropriate committee(s) the condition and needs for the maintenance of the Employer's musical instruments. The Employer shall provide for the proper care of these instruments.
14. 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.
15. Have the following days off: [specify]. Deviations from this routine may be made upon proper notice.
16. 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.
17. Provide ninety (90) days advance, written notice to Employer if Employee wishes to terminate employment or not renew this contract.

The Employer shall:

- i. Provide a vacation (with full salary) of _____ weeks annually. (The Employee will assist the church in obtaining a substitute.) The fee for the substitute musician: \$_____ per service; \$_____ per rehearsal. [If length of vacation is based on length of employment, guidelines should be noted here.]
- ii. 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 time.
- iii. Provide the following benefits for the Employee and his/her family: 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.]
- iv. 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.
 - v. Provide for Employee's sabbatical leave as follows: [specify]
 - vi. 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.
 - vii. Provide Employee with _____ hours of secretarial assistance weekly.
 - viii. Guarantee that guest organists or recitalists shall not be permitted to use the Employer's musical instruments without prior approval by the Employee.
 - ix. Provide ninety (90) days advance, written notice to Employee if it wishes to terminate employment or not renew this contract.

Dealing with Conflict

It is recommended that the contract state that either or both parties may request the involvement of a neutral third party/mediator when they believe that existing problem-solving methods have been unsuccessful in resolving a conflict. If there are written personnel guidelines that outline the procedures for dealing with employment conflict, a reference to the guidelines may be sufficient.

Termination

This Agreement may terminate as follows:

- i. Upon the expiration of this Agreement without its renewal by the parties. If either the Employer or Employee does not desire to renew this Agreement at the time it expires, notice of nonrenewal 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.
- ii. Upon the expiration of this Agreement without its renewal by the parties. If either the Employer or Employee does not desire to renew this Agreement at the time it expires, notice of nonrenewal 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.

- iii. With the mutual consent and agreement of all parties in writing.
- iv. For cause. Cause is defined as conviction of Employee of an offense involving moral turpitude, gross dereliction of duty by Employee after due warning of same, chronic insubordination to authority by Employee after due warning of same, or a willful failure of 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 Employee in writing of the charges against Employee along with notice that termination of this Agreement for cause is to be sought by the Employer.
 - b) 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 Employee in writing at Employee'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 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 Employee.

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

ADDENDA: Addendum A

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

Signature and Title of Signature of Employee

Employer Representative

ADDENDUM A

Compensation

The Employer shall:

Provide a salary of \$_____ per year, payable_____. This salary shall be reviewed annually at the time of the preparation of the church budget in (month in which budget is prepared) .

Provide the following benefits for the Employee and his/her family: 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.]

Weddings, Funerals and Additional Services and Rehearsals:

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 of rehearsal). Additional remuneration shall be made if special music is required.

The fee for a funeral service shall be \$ _____. For attendance at a rehearsal(s) the fee shall be \$ _____per rehearsal (or per hour of rehearsal). Additional remuneration shall be made if special music is required.

The reimbursement for services and rehearsals not listed in the Agreement shall be: \$ _____ per service; \$ _____ per rehearsal (or per hour of rehearsal).

The reimbursement for extra rehearsals for regularly scheduled services that require additional preparation shall be \$ _____ per rehearsal (or per hour of rehearsal).