

EMPLOYMENT AGREEMENT

This Agreement, effective on June 1, 2023, is between Presbytery of San Francisco ("Employer"), and Marda Q. Stothers ("Employee"). Employer and Employee agree to the following terms and conditions of employment.

1. Period of Employment. Employer shall employ Employee from the effective date of this Agreement, June 1, 2023 for a twelve-month period ending May 31, 2024, unless and until the employment is terminated in accordance with Section 4 of this Agreement. At the conclusion of the term of this contract, a new employment agreement may be offered in writing at least two months before the expiration of the current contract, pending Presbytery approval.

2. Position, Duties, Responsibilities, Employee Classification and Work Schedule.

(a) **Position.** Employee accepts employment with Employer as “The Transitional Executive Partner for Mission and Church Assets” and shall perform all services appropriate to that position, as well as such other services as may be assigned by Employer. Employee shall devote her best efforts and attention to the performance of her duties.

(b) **Duties and Responsibilities.** Employee shall report to the Personnel Working Group of the Presbytery of San Francisco (her “supervisor”) and shall perform the duties specifically outlined in Exhibit 1 (incorporated herein by reference) and such other duties as may be assigned from time to time by her supervisor.

(c) **Employee Classification and Work Schedule:** This position is classified as a Full-Time Exempt position. Employee will work an average of 40 hours/week or 2080 hours annually. Employee and the Personnel WG shall determine her work schedule based on the needs of the position. Employee will be required to comply with all Presbytery policies outlined in its Policies & Procedures Manual/Employee Handbook. Employee is allowed 20 days of Paid Vacation, 10 Days of Continuing Education (with a Continuing Education Allowance of \$1,000 per year, cumulative for three years), and 12 days paid sick leave per year, in accordance with carry-over and maximum accrual provisions outlined in the personnel handbook.

3. Compensation and Benefits.

(a) **Compensation.** Employer shall pay Employee a salary of \$85,624 per year, with pay dates on the 16th and end of each month. Expenses shall be reimbursed pursuant to Presbytery policy and as required by law. Compensation shall be reviewed annually and/or when there is a substantive change in job duties. COLA may be applied with the approval of the annual budget.

(b) **Benefits.** This position is eligible for employee benefits in addition to those required by law, such as worker’s compensation. Sick pay will be offered as required by law and consistent with the Employer’s policy. The salary package offered includes an allowance of 16.5% of Salary through December 31, 2023, and 39% of Salary* starting with the new budget year in 2024, pending budget approval, to be used for benefits at the Employee’s discretion in consultation with the Personnel WG.

* The exact percentage of salary will fluctuate to match the [Board of Pensions Pastor’s Participation coverage \(currently 39%\)](#).

4. Termination of Employment.

(a) By Employer Not For Cause (At Will). At any time, Employer may terminate Employee for any or no reason, with or without cause, and without prior notice. Employer shall pay Employee all compensation then due and owing; thereafter, all of Employer's obligations under this Agreement shall cease.

(b) By Employee Not for Cause (At Will). At any time, Employee may terminate employment for any or no reason, with or without cause, and without prior notice. Employer shall pay Employee all compensation then due and owing; thereafter, all of Employer's obligations under this Agreement shall cease.

(c) Employee Termination Obligations. Employee agrees that all property, including, without limitation, all equipment, tangible confidential and proprietary information, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to her employment belongs to Employer and shall be returned promptly to Employer upon termination of Employee's employment. Employee's obligations under this subsection shall survive the termination of her employment and the expiration of this Agreement.

5. Notices. Any notice or other communication under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, or two (2) business day after pre-paid Federal Express or other express delivery service deposit, and addressed to Employer at the address below, or to Employee at the last known address maintained in Employee's personnel file. Employee shall be obligated to notify Employer in writing of any change in her address. Notice of change of address shall be effective only when done in accordance with this Section.

Employer's Notice Address: 545 Ashbury Avenue, El Cerrito, CA 94530

6. Action by Employer. All actions required or permitted to be taken under this Agreement by Employer, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Agreement, shall be made and authorized only by the Personnel Working Group of the Presbytery of San Francisco, or by a representative specifically authorized in writing to fulfill these obligations under this Agreement.

7. Integration. This Agreement was approved by Presbytery at the stated meeting of May 10, 2022. It is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by Employer. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Employee, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of Employer, now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

8. Amendments; Waiver. This Agreement may not be amended except by a writing signed by each of the parties. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

9. Assignment. Employee shall not assign any rights or obligations under this Agreement.

Employer may, upon prior written notice to Employee, assign its rights and obligations hereunder.

10. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

11. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.

13. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

14. Employee Acknowledgment. Employee acknowledges that Employee has had the opportunity to consult legal counsel in regard to this Agreement, that Employee has read and understands this Agreement, that Employee is fully aware of its legal effect, and that Employee has entered into it freely and voluntarily and based on Employee's own judgment and not on any representations or promises other than those contained in this Agreement.

Executed this ____ day of _____, 2023 at El Cerrito, California.

Marda Q. Stothers, Employee

Executed this ____ day of _____, 2023, at El Cerrito, California.

Presbytery of San Francisco

By _____
Claudia Perkins, Co-Chair of the Presbytery of San Francisco Personnel Working Group

1. Exhibit 1: Services to be Performed

Employee agrees to that the exact description of responsibilities and services to be performed as the Transitional Executive Partner for Partner for Mission and Church Assets and shall be guided by the Essential Functions and Responsibilities, outlined below, and the goals and priorities set annually in collaboration with the other Partners and the Personnel Working Group.

Partner for Mission and Church Assets Presbytery of San Francisco May 11, 2022

I. Purpose

- a. To help facilitate a clearer vision for Congregations and for Presbytery in seeing the property for which they are trustees as “a tool for the accomplishment of the mission of Jesus Christ in the world.” (G-4.0201)
Within that missional understanding:
- b. Oversee managing and directing the business, financial and legal affairs of the Presbytery of San Francisco, and oversee the protection of the real and personal property of the Presbytery, (in conjunction with the Finance and Property Oversight Committee and with the Presbytery Partners)
- c. Oversee and implement financial strategy and planning for the Presbytery and the pastoral concerns that accompany these situations (in conjunction with the Presbytery Partners, Presbytery Accountant, Presbytery Treasurer, and FPOC)
- d. Assist congregations in developing their church’s mission by better utilizing their property and financial resources to support their mission.
- e. In collaboration with the Presbytery Partners, oversee the Executive functions of the Presbytery in lieu of a separate Presbytery Executive.

II. Primary Responsibilities

A. Presbytery:

1. In conjunction with the Presbytery Partners, execute the Mission and Vision of Presbytery, including MVL Goals based on Matthew 25.
2. In conjunction with MVL and the Presbytery Partners, actively engage in the visioning work of the Presbytery restructuring process
3. In conjunction with MVL and the Presbytery Partners, oversee the Presbytery budget creation and implementation processes
4. Act as the Primary Staff support for General Assembly Business related to loans and finances
5. Act as the Primary Staff support for Synod Business related to loans, property and finances
6. In conjunction with the Presbytery Partner for Congregational Vitality and Pastoral Support, act as co-Executive at Synod and GA, as such responsibilities are delegated by the Presbytery Partners.

B. Pastoral Support:

1. In conjunction with the Presbytery Partners, actively engage in serving as a pastoral presence of the Presbytery with pastors and elders
2. In all interactions with pastors and elders, attend to the pastoral concerns that accompany the work

C. Congregations:

1. Engage pastors and congregational leaders regarding matters of finance, property, nesting/rental agreements, loans and other business matters, transactions, tax and legal matters, mergers and transitions, leases and the pastoral concerns that accompany the work
2. Along with the Presbytery Partner for Congregational Vitality and Pastoral Support, engage churches in developing their vision and mission
3. In conjunction with the Presbytery Partners, proactively engage in congregational crisis management
4. Through the New Worshipping Communities Working Group, actively support and encourage NWC endeavors,
5. In conjunction with the Presbytery Partners, engage and support the Administrative Commissions of Presbytery

D. Other Executive Duties: In conjunction with the Presbytery Partners

1. Provide the business and finance connection to Personnel and to Staff
2. Coordinate and help guide the work of MVL
3. Coordinate the work of the working groups and committees
4. Collaborate with Staff to Support Regional Gatherings of the Presbytery
5. Proactively engage in crisis intervention and process management within the Presbytery

III. This person is a team player, relationally oriented, with a strong pastoral presence.

MVL 2021 Goals (Based on Matthew 25)

I. Dismantling Structural Racism

- A. 50% of all churches becoming Matthew 25 Congregations
- B. Racial balancing of all Presbytery committees by 2022
- C. Establishing a Political/Racial Justice Working Group
 - Crossroads Training
 - Book Studies
 - Anti-Racism Policy

II. Eradication of Systemic Poverty

- A. Provide financial support for struggling minority congregation so as not to lose Presbyterian witness in minority communities
- B. Establish Real Church Assets Working Group
 - Work with community agencies and local/regional governments to address the unhoused

- Encourage churches and our Presbytery to use underutilized and vacant property for low-income housing or homeless sheltering

C. Continue to support and enhance the Partnership Working Group: to work with food pantries/community food organization to address food insecurity

III. Building Congregational Vitality

A. Establish an Education Working Group to develop/provide training for (Zoom and other wise:

- Congregation members via an aggregation of churches (i.e., anti-racism, marriage enhancement, aging and faith...)
- Pastors and Staff (i.e., anti-racism, personal finance, organizational management, IT...)
- Committee Chairs (i.e., local church management and missional objectives...)
- Presbytery at Large
- Youth and Young Adults via regional or Presbytery wide camps, conferences or summits

B. Continue Presbytery Day Celebrations with focus on building relationships and partnerships

IV. Other

A. Institute regular reviews and periodic discussions with regional grantee so as to advise regions of our (MVL) efforts to align all our efforts with Matt. 25