

EMPLOYMENT AGREEMENT

This Agreement, effective on June 1, 2023, is between Presbytery of San Francisco ("Employer"), and Karen Thistlethwaite ("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, or unless 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 Operations and Communications” 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 (“Personnel WG”) 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 the Personnel WG.

(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. Final Employment Agreements, intended to be the final, complete, and exclusive statement of the terms of Employee's employment by Employer, will be executed immediately after approval by the Presbytery at the stated meeting. 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 _____, California.

Karen Thistlethwaite, Employee

Executed this ___ day of _____, 2023, at _____, 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 the description of responsibilities and services to be performed as the Transitional Executive Partner for Operations & Communications 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 Operations and Communications Presbytery of San Francisco November 15, 2022

Essential Functions and Responsibilities

This position serves three major groups – the Presbytery, pastors, and congregations – by performing the following responsibilities:

- A. Partner with Mission, Vision, and Leadership (MVL) to guide, lead, and communicate the mission and vision of the Presbytery of San Francisco.
- B. Engage with Presbytery leadership, committees, and staff to discern and implement new processes and ways of working collaboratively in support of shared objectives.
- C. Partner with Presbytery leaders and staff to ensure the effective administration of operations, an inclusive workplace, and leadership of the Presbytery of San Francisco.
- D. Manage day-to-day operations, office facilities, services, and equipment to ensure effective collaboration onsite or through remote work as needed.
- E. Ensure Presbytery’s operational policies and practices are administered fairly and consistently, as guided by the employee handbook, labor laws, and other personnel, payroll, and safety standards.
- F. Engage and support congregations in addressing evolving communication needs and opportunities to connect effectively with church members and the community.
- G. Oversee logistics related to programs designed to support pastors, together with the Committee on Ministry and the Committee on Preparation for Ministry.
- H. Work collaboratively with the other Presbytery Partners to lead and provide pastoral and logistical support to pastors, congregations, and Presbytery committees.
- I. Together with the other Executive Partners, support and facilitate the Mission and Vision of the Presbytery in its stated goals aligned with the PC(USA) Matthew 25 initiative, focused on:
 - 1) dismantling structural racism by enabling at least 50 percent of our churches to become Matthew 25 congregations and working toward the racial balancing of all Presbytery committees,
 - 2) working toward eradication of systemic poverty by supporting the Partnership Working Group efforts with food pantries and community food organizations to address food insecurity, and
 - 3) building congregational vitality through regular reviews and discussions with the Presbytery’s regional grant-making committees to align efforts with the Matthew 25 goals, and to be supported by educational seminars, workshops, and other activities targeted to address the needs of the congregants, pastors, and church staff, as well as youth and young adults.