

EMPLOYMENT AGREEMENT

This Agreement, effective on, May 22, 2024, is between Presbytery of San Francisco ("Employer"), and Leticia Williams ("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 the original Agreement June 21, 2023, for a three-year term of service, which is eligible for renewal by the Presbytery, or unless terminated in accordance with Section 4 of this Agreement.

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

(a) Position. Employee accepts employment with Employer as "**Stated Clerk**" and shall perform all services appropriate to that position, as well as such other services as may be assigned by Employer. Employee shall devote their best efforts and attention to the performance of their duties.

(b) Duties and Responsibilities. Employee reports to the Transitional Executive Partner for Operations and Communications in a Head of Staff supervisory role (or another serving in the Head of Staff role). Employee will be reviewed annually by the Head of Staff, in collaboration with the Personnel Working Group and the Mission and Vision Leadership Committee. The employee shall perform the duties specifically outlined in Exhibit I (incorporated herein by reference) and such other duties as may be assigned from time to time by MVL or in collaboration with the staff.

(c) Employee Classification and Work Schedule: This position is classified as an **Hourly Non-Exempt position.**

Employee will work an average of 25 hours per week for regular Stated Clerk work, and 15 hours per week to address the backlog of work, up to a maximum of 174 hours per month.

Employee in collaboration with the Transitional Executive Partner for Operations and Communication (or another serving in the Head of Staff role) shall determine their work schedule based on the needs of the position, including working in the Presbytery Office at least two days a week, for at least six hours each day. Overtime (working over 8 hours in a day or 40 hours in a workweek) is discouraged and must be pre-approved by their supervisor. Employee will be required to record actual hours worked on Presbytery's timecard and is expected to comply with all Presbytery policies outlined in its Policies & Procedures Manual/Employee Handbook.

Employee is allowed 20 prorated days of Paid Vacation, 10 prorated days of Continuing Education (with a Continuing Education Allowance of \$1,000 per year and Travel/M meal Allowance of \$2,000 per year, cumulative for three years), 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 wage of thirty-eight dollars and forty-seven cents. (\$38.47) per hour, (dollars per hour, on a semi-monthly basis, with pay dates on the 15th and end of each month. Expenses shall be reimbursed pursuant to Presbytery policy and as required by law. COLA may be applied to Employee's compensation, if applicable, starting in January 2025 and on annual basis

thereafter. Compensation shall be reviewed annually and/or when there is a substantive change in job duties.

(b) Benefits. This position is eligible for employee benefits in addition to those required by law, such as workers compensation. Sick pay will be offered as required by law and consistent with Employer's policy. The salary package offered includes a 16.5% of Salary allowance for medical insurance plan payments and retirement benefit plans. The Employee can choose to receive this benefit as a taxable allowance or reimbursable allowance.

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) 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 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 mail (3) business days after deposit in the United States mail, postage prepaid, certified or registered, or two (2) business day after prepaid 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 Transitional Executive Partner for Operations and Communications (or another serving in the Head of Staff role), or by their representative specifically authorized in writing to fulfill these obligations under this Agreement.

7. Integration. This Agreement 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

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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 in 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 the Employee has read and understands this Agreement, that the Employee is fully aware of its legal effect, and 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.

Leticia Williams, Employee

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

Presbytery of San Francisco

By _____
Rev. Karen Thistlethwaite, Transitional Executive Partner for Operations and Communications, of the Presbytery of San Francisco

Exhibit 1: Services to be Performed

Employee agrees to the description of responsibilities and services to be performed as the Stated Clerk and shall be guided by the Essential Functions and Responsibilities, outlined below, and the goals and priorities set annually in collaboration with other staff and the Personnel Working Group.

**Stated Clerk
Presbytery of San Francisco
June 6, 2022**

Purpose

The position of Stated Clerk serves the Presbytery by performing administrative functions required by the Form of Government related specifically to records and minutes of the council, rolls, and change of status of minister members and candidates, and other duties of an officer as assigned. Stated Clerk serves as the Presbytery's parliamentarian and interprets the Constitution of the Presbyterian Church(USA). The Stated Clerk fills an essential role in representing the values, vision, and goals of our Presbytery.

Essential Functions and Responsibilities

1. Accountable for carrying out the duties of the Stated Clerk in conformance with the Constitution of the Presbyterian Church (U.S.A.). Serve as staff resource for Bills & Overtures, Session Records Review Committee and the Permanent Judicial Commission (PJC), and any Administrative Commissions as needed.
2. Serves as corporate administrator for the Presbytery.
3. In cases of judicial process, the Stated Clerk maintains records of PJC members, both current and those whose terms have expired to carry out Rules of Discipline requirements. When a remedial or disciplinary case is initiated, the Stated Clerk will consult with the Transitional Executive Partner for Operations and Communications, Personnel Working Group, and Mission and Vision Leadership Committee to determine how administrative staff resources will be assigned or provided for that case, i.e., paid or volunteer.
4. Works closely with the Executive Partners and Meetings Working Group to prepare the Presbytery Meeting agenda. Advises on specific meeting procedures to accomplish the actions proposed by committees, on meeting site requirements, and hosting through written material, checklists, or consultation.
5. Prepares Presbytery Meeting docket, packet, and related administrative duties. May be required to advise on the language of specific motions to be presented at meetings to assure conformance with Constitution.
6. Serves as "ex officio" on committees of Presbytery as required by Standing Rules.
7. Receives the reports of names of minister members, changes in status, records of ordinations and installations, and other required records and certifications; transmits such records as necessary to the Office of the General Assembly.
8. Record the transactions of the Presbytery, maintain records and minutes of stated meetings, preserve records, and furnish and verify records.
9. Act as parliamentarian at stated meetings of the Presbytery and at other meetings as assigned. Interpret the Constitution of the PC (U.S.A.) as requested and be a resource to Clerks of Session.
10. Provide orientation and resources to elected General Assembly Commissioners, before, during, and after GA; or may recruit volunteers to consult as needed.
11. Maintain good standing as a Ruling Elder or Minister of Word and Sacrament in the Presbyterian

Church (USA).

12. Stay up to date with knowledge of the Book of Order, Presbyterian Polity, Robert's Rules of Order, and PCUSA structures and resources.
13. Together with the other staff, support and facilitate the Mission and Vision of the Presbytery in its stated goals aligned with the PC(U.S.A.) Matthew 25 initiative, focused on:
 - a. 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,
 - b. working toward the eradication of systemic poverty by supporting the Partnership Working Group efforts with food pantries and community food organizations to address food insecurity, and
 - c. 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.

Additional Functions and Responsibilities

1. Sort and organize all files in the Stated Clerk's closet in the Stated Clerk's office, sending necessary documentation to the Presbyterian Historical Society, shredding unneeded confidential information, and using best practices to keep Presbytery of San Francisco records organized.
2. Organize previous church and pastor dismissal records (as noted above).
3. Organize physical Presbytery meeting minutes prior to 2024, so they are easily accessible, and maintain that system for 2024.
4. Check previous Stated Clerk desktop and laptop for files that need to be added to the PSF OneDrive before upcycling the desktop and laptop.
5. Address unfinished Stated Clerk work so the Stated Clerk can focus on current and ongoing Stated Clerk work.