**Template employment contract**

**Paid student minister (maximum term)**

[**Letterhead of church**]

24 April 2023

[name]

[address]

Dear [name]

**Maximum term employment in the position of student minister at [parish name]**

We are pleased to offer you the position of student minister at [parish name]. This offer is made with the approval of the parish council and the minister of the parish, the Rev [name] (the **Minister**).

This letter sets out the terms and conditions that apply to the position.

The position is a part-time position of [1.5 days per week] for a maximum term of [2 years]. It will start on [start date]and end on [end date] unless it is terminated earlier in accordance with the terms of this letter. If the term of your employment is to be renewed, this will be done in writing at the expiration of the term. [***Note:*** *a ‘maximum term’ contract is different to a ‘fixed term’ contract in that it is possible to terminate a maximum term contract early without paying out the balance of the term. The benefit of a fixed term is that the parties are unable to withdraw from the agreed arrangement without either breaching the contract or paying a penalty. Please contact SDS Legal via the Sydney Diocesan Services website if you require a fixed term contract.*

*From 6 December 2023, contracts for a set duration (incl. a fixed or maximum term) may only be used in limited circumstances. In general, it will not be possible to have an employment contract for fixed or maximum term that effectively exceeds 2 years (including by way of renewal or ‘rolling’ terms) or to renew a contract for a set duration. Please contact SDS Legal via the Sydney Diocesan Services website if further advice is needed.*]

You will be responsible to the Minister (or a person nominated by the Minister) for the day to day performance of duties associated with the position. In relation to all administrative matters you will be responsible to the wardens. The position is otherwise subject to all applicable ordinances and rules in force from time to time in the Diocese of Sydney.

**Duties and performance of duties**

The duties of the position may be reviewed from time to time by the Minister (or his nominee) in response to the changing needs of the parish and your training needs.

[***Option 1:*** However currently the main duties of the position are:

* [list main duties of position and any restrictions on such duties]; and
* [insert].

***Option 2:*** [You will be provided with a position description that sets out your current duties in due course. **OR** A position description that sets out your current duties is attached to this letter (see attachments).]

***End options.***]

You will also undertake any other duties that the Minister (or his nominee) reasonably and lawfully directs you to undertake from time to time.

You will undertake and, at the request of the Minister, be available to undertake these duties on [insert days] or such other days as we agree from time to time. On these days you will work such hours as are reasonable and necessary to ensure that your duties are properly undertaken. This may include taking part in ministry activities during the evenings of the days you work and, on occasion, overnight.

Your ordinary hours of work will on average be [insert number of hours, but cannot be more than 38] per week plus any reasonable additional hours that are necessary for you to fulfil your duties.

Please note that our places of work are non-smoking areas. Alcohol is not permitted on any church premises except for the purposes of Holy Communion or otherwise where permitted by the Parish Council.

You agree to abide by all the policies and procedures of or applicable to the parish as varied from time to time. However you acknowledge that these policies and procedures are not terms of your employment and are not binding on us.

During the course of your employment you may become aware of confidential information. You agree to keep this information confidential both during and after your employment, except insofar as such disclosure may be reasonably necessary for the proper performance of your duties.

If you are engaged in any other employment, you must inform the Minister of the particular arrangements.

**Remuneration**

You will be paid [amount] per annum. [***Note:*** *the amount must not be less than the National Minimum Wage.*]

In addition, the wardens will make [the recommended amount of superannuation contributions set out in the annual Remuneration Guidelines/compulsory superannuation contributions in accordance with applicable superannuation legislation]. We will pay the superannuation contributions to:

* your choice of complying superannuation fund; or
* your ATO stapled super fund; or
* Anglican National Super if you do not nominate a fund and do not have a stapled super fund.

**Training**

The position is a ministry training position, with the majority of training being conducted via ‘hands on’ actual ministry experience. The content of the training will be determined in consultation between the Minister (or his nominee) and you.

**Leave**

You will be entitled to annual leave, personal/carer’s leave, and other forms of leave, in accordance with the statutory entitlements applicable from time to time. Please refer to the Fair Work Information Statement for further details (see attachments).

**Professional standards**

The Anglican Diocese of Sydney is evangelical and Bible-based. It is expected that, both during and outside your work hours, you will conduct yourself in a manner that is, at all times, consistent with the teaching of the Bible, as understood and professed by the Diocese of Sydney, as well as the principles and values of the Diocese. This includes parish or diocesan policies concerning personal behaviour that may be in force from time to time, including *Faithfulness in Service: A national code for personal behaviour and the practice of pastoral ministry by clergy and church workers* (see attachments).

Although these policies are not terms of this agreement, you must strictly comply with the policies, and any breaches of the policies (including any breaches which occur outside work hours and/or away from work premises) will warrant disciplinary action, which may include the termination of your employment.

**Dispute resolution**

You agree to comply with the *Diocesan policy for dealing with allegations of unacceptable behaviour* (see attachments) as amended from time to time, to deal with any disputes relating to your employment.

**Performance review**

The Minister (or his nominee) will endeavour to review your training [every 6 months/regularly]. The main purposes of the review are to give the Minister (or his nominee) a formal opportunity to provide you with feedback about your work and to give you the opportunity to discuss the training you are receiving.

**[Optional: Probationary period**

The position is subject to an initial probationary period of 6 months, during which an assessment will be made regarding the suitability of training you in this position. During the probationary period, your employment may be terminated at any time by either you or the Minister and wardens by the giving of one week’s notice in writing to the other party.]

**Termination**

After the probationary period, your employment may be terminated as follows:

1. automatically at the end of the maximum term with no further notice by either you or us;
2. upon the giving of 2/3 weeks’ written notice by either party to the other for any reason or no reason;
3. summarily for serious misconduct by notice given to you by the minister and wardens effective immediately. Serious misconduct would include, among other things, gross dishonesty, violence, gross incompetence and pursuing a lifestyle which is inconsistent with the principles and values of the Anglican Church in the Diocese of Sydney or any other act which would entitle us to dismiss you summarily.

If you are entitled to notice, we may, in our absolute discretion, elect to pay an amount of your remuneration in lieu of some or all of a notice period given by either party.

On the termination of your employment you must return to us all parish property in your possession.

**Special condition(s) of employment**

Given the dutiesinvolved in this position, this offer is conditional on you:

1. obtaining from the Archbishop, an authority under the *Authorisation of Lay Ministry Ordinance 2015* for you to exercise the office of lay minister in the Diocese of Sydney; and
2. having a Working with Children Check (**WWCC**) clearance which we have successfully verified; and
3. having satisfactorily completed the Diocese’s safe ministry assessment and training requirements.

You must provide us with a copy of your submitted applications for an authority and WWCC clearance, as well as a copy of the authority, clearance and safe ministry certifications when you receive them.

It is an ongoing condition of your employment that you have a current authority, WWCC clearance and safe ministry certifications at all times during your employment. We may take action to terminate your employment, including summarily, if you do not fulfil these requirements at all times during your employment.

**Entire agreement**

This letter (excluding attachments) contains the entire agreement of the parties in relation to your employment and replaces any prior understanding or agreement. The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and us.

**[*Optional wording:* Surveillance**

We reserve the right [to conduct camera surveillance and ]to access and monitor any communications sent or received via our communications systems in accordance with the enclosed Workplace Surveillance Policy. ***Note****: If it is intended that surveillance will be conducted, the workplace surveillance notice and policy will need to be provided to the employee as part of the package of ‘attachments’ to this letter. A template policy and notice may be found on the Parish Portal and in the Appendices of the Employment Relations Guidelines. Also, if camera surveillance is carried out, the cameras must be clearly visible in the workplace and there must be signs put up at each entrance to the workplace notifying persons that they may be under surveillance.*

***End optional wording.***]

**Governing law**

Your employment and this letter are governed by the laws of New South Wales. The parties submit to the exclusive jurisdiction of the courts exercising jurisdiction there.

[***Optional wording:*** **Documents to be completed and returned**

* *Tax File Number Declaration*
* *Standard Superannuation Choice Form*

***Note:*** *new employees can complete these forms through the ATO online services by linking their MyGov account or through forms available via the parish’s payroll software or onboarding solution. If these options are available, then these forms do not need to be provided in paper form and the wording above may be deleted.*

***Ending optional wording.***]

**Attachments**

1. [*Position description for student minister*]
2. *Fair Work Information Statement*
3. *Faithfulness in Service: A national code for personal behaviour and the practice of pastoral ministry by clergy and church workers*
4. *Diocesan policy for dealing with allegations of unacceptable behaviour*
5. *Workplace Surveillance Notice and Policy*
6. *[add any others]*

**Acceptance**

If you wish to accept the position in accordance with the terms and conditions set out in this letter, you should:

1. sign a copy of this letter in the space indicated below, and
2. complete the “documents to be completed” listed above; and
3. provide a copy of your authority from the Archbishop, as well as your valid WWCC clearance (or submitted applications);
4. provide the details of the bank account into which you would like us to make payments to you; and
5. return to us the copy of the signed letter and the required documents to [name] as soon as possible.

We look forward to serving alongside you. We pray that your ministry among us will be a blessing to you, as well as to the saints at [parish name] and to the broader community.

Yours sincerely

**The Wardens**

**ACCEPTANCE AND SIGNATURE**

I, [name], accept the offer of maximum-term employment in the position as set out in this letter.

Signature ………………………….…………………………. Date………………………….