

(Preliminary minutes – subject to approval by Presbytery of Lake Huron)

PRESBYTERY OF LAKE HURON

Stated Meeting – March 2, 2024

The Presbytery of Lake Huron was called to order with prayer by the Moderator, Matt Schramm, at 9:30 a.m., on Saturday, March 2, 2024, and was held via Zoom. Highlighted congregations were: The shared ministry of Kinde-First, Elkton-Chandler, and Cass City-Fraser.

The Stated Clerk reviewed the meeting instructions and Zoom protocols.

The roll was taken, and the moderator announced that a quorum was present.
[ATTACHMENT A]

Welcoming of new attendees was held.

MOTION WAS SUSTAINED to seat the Rev. Dr. Chip Hardwick (Miami Valley) and Matt Bruce (Lake Michigan) as Corresponding Members.

A welcome by the host pastor, Christina Jensen was given.

INSTALLATION OF THE VICE MODERATOR Beth Asperger took place.

MOTION WAS SUSTAINED to adopt the docket as amended.

MOTION WAS SUSTAINED to approve the items on the Consent Agenda. The items are as follows:

1. The minutes of the December 5, 2023 Presbytery meeting and the January 29, 2024 special Presbytery meeting.
2. A renewal of the previously Presbytery approved motion that congregations who request it be granted a one-year exception to G-2.0404, allowing elders and deacons to serve beyond the normal limit of six years.
3. The following actions with regard to the review of Session minutes and Church Registers:
 - a. The minutes of the following churches be approved without exception:
Saginaw Second
 - b. The minutes of the following churches be approved with exception: None

- c. The minutes of the following churches were not approved: None.
- d. The church registers for the following churches be approved without exception: Saginaw Second
- e. The church registers for the following church be approved with exceptions: None

WORSHIP was led by the Presbytery's Pastors To Pastors, Brenna Overland and Joseph Novak.

The **OFFERING** taken will be given to the Mission Coordination Committee for their Matthew 25 work.

A short break was taken after worship.

The **STATED CLERK'S REPORT** was given by Ted McCulloch.

The Stated Clerk presented the following items for a first reading. A first reading is a time for questions of information and clarification. It will be brought for approval at the June Presbytery meeting:

- 1. Proposed Sexual Misconduct/Harassment/Child Protection policy [ATTACHMENT B]

The Stated Clerk presented the following items for information:

- 2. Schedule of the remaining 2024 Presbytery meetings:

<u>Date</u>	<u>Host</u>
June 4, 2024	Alma College
September 17, 2024	Mt. Pleasant First
December 10, 2024**	Flint First

** Please note that the **December Presbytery meeting** is a week later than normal.

The **PRESBYTERY COUNCIL** report was given by Wally Mayton.

The Presbytery Council presented the following items for information:

- 1. Re-elected Wally Mayton as Moderator of the Presbytery Council for 2024.
Andrew Miller was re-elected Vice-Moderator of the Presbytery Council for 2024.

2. The following were appointed to their respective committees:

Budget & Finance	Roger Scovill (ex-officio) and Joyce Hetzler
Personnel	Linda Kennan, and co-opted members Jane Gugin, Charlee Litten and Andrew Miller
Planning/Visioning/Equipping	Matthew Schramm, Beth Asperger, Joseph Novak and Brenna Overland
Nominating	Scott Kroener, co-opted

3. The meeting offering will be designated to the continuing Matthew 25 work of the Presbytery's Mission Committee.
4. Approved moving the Presbytery meeting date from Tuesday, December 3rd, 2024 to Tuesday, December 10, 2024 to accommodate the request of the Rev Ted McCulloch who will be returning from an out of the country trip on the 3rd.
5. Mt. Pleasant First will be inviting Mark Elsdon, the author of "We Aren't Broke: Uncovering Hidden Resources for Mission and Ministry" and "Gone for Good?" Negotiating the Coming Wave of Church Property Transition." The invitation will be extended to the Presbytery and approved sharing costs with the congregation. Date and time will be announced when available. Funds from account "COMMP - Care and Professional Development" can be used to cover costs.

The **MISSION COORDINATION COMMITTEE** report was given by Michael Ludwig.

The Vice Moderator assumed the chair.

The **TRUSTEES** report was given by Wally Mayton. The Trustees recommended and presbytery approved:

1. Permitting Memorial Presbyterian Church, Midland Michigan, to sell property to Habitat for Humanity. [ATTACHMENT C] A full property description will be included in the permanent minutes of this meeting.

The Trustees presented the following items for information:

2. The following were elected as the officers for the Trustees:

President:	Rev. Dr. Wally Mayton
Vice President:	Elder Tim Rutzen, Bay City Westminster
Secretary:	Rev. Ted McCulloch
Treasurer:	Elder Roger Scovill, Saginaw Countryside Trinity

3. Noted that the Purchase Agreement for the former Saginaw Warren Avenue Presbyterian Church and Anointed Temple Ministries, Saginaw MI has been signed in preparation of transferring the property.
4. Agreed to proposed terms between Flint Trinity and the Presbytery for repayment to the Presbytery for buying out the PILP loan as approved at the December, 2023 Presbytery meeting. The appropriate documents are being assembled.

The **SYNOD REPORT** was given by Chip Hardwick, Synod Executive and Matt Bruce, Director of Cultivating the Gift of Preaching Initiative for the Synod. Matt presented details on the new Cultivating the Gift of Preaching Initiative recently established by that Synod. He invited people to apply for the program or submit recommendations for potential students.

The Moderator assumed the chair.

The **COMMISSION ON MINISTRY AND MINISTRY PREPARATION** was given by Linda Kennan.

The Commission on Ministry and Ministry Preparation recommended and after examination on the floor, presbytery approved:

1. Moving Nikelle Johnson from Inquirer to Candidate Under Care of the Presbytery effective immediately.

Jamie Milton led a prayer for Nikelle Johnson as she moves to Candidate status.

The Commission on Ministry and Ministry Preparation reported that it took the following actions on behalf of presbytery:

2. Appointed the following people to Moderate the indicated congregational meetings and sessions:
 - Brant Piper, Beaverton congregational meeting on February 11, 2024.
 - Scott Kroener, Fairgrove session meeting on January 11, 2024.
 - Al Hosler, Fairgrove session meetings for remainder of 2024 and congregational mtg to be held February 18, 2024.
 - Alissa Davis, Houghton Lake congregational meeting, January 28, 2024.
 - Scott Kroener, Vassar session meeting January 25, 2024 and congregational meeting February 4, 2024.
3. Approved placing the Rev. Ron Vredevelde be placed on the Pulpit Supply list.
4. Approved that part-time called and installed and designated pastor positions as ordination eligible ministerial roles.

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5. Approved a continuing education grant in the amount of \$4400 for a clergy member of presbytery.
6. Moved the March COMMP meeting to March 20, 2024 to accommodate for Holy Week.
7. Approved the part-time (approximately 48 days/year) CRE Covenant renewal between Elder Jon Baker and Rosebush for a period of one year effective November 1, 2023. Terms are as follows:

Cash Salary	\$200/week
Vacation Time	4-8 Sundays
Study Leave	N/A

The Rev. Andrew Miller will continue to serve as his mentor.

8. Approved the part-time CRE contract renewal between Elder Liz Long and Ithaca-Lafayette effective January 1, 2024 for a period of one year. Terms are as follows:

Salary	\$160/week
Travel Reimbursement	At current IRS Rate
Vacation Allowance	4 weeks including 4 Sundays
Study Leave	2 weeks including 2 Sundays

9. Approved the part-time CRE contract between Elder Mark Garavaglia and Sandusky and Yale-First congregations effective January 1, 2024 for a period of one year. Terms are as follows:

Salary	\$650/week (split 50/50 by each church)
Medical	\$650/month & up to 12 weeks family leave
Continuing Education	\$1000/year
Travel Reimbursement	At current IRS Rate
Vacation Allowance	4 weeks including 4 Sundays
Study Leave	2 weeks including 2 Sundays

The Rev. Robbie Carnes continues to serve as his mentor.

10. Approved the full time Temporary Relationship covenant between Davison-St. Andrew's and Rev. Linda Graham effective January 1, 2024 for a period of one year. Terms are as follows

Cash Salary	\$25,000
Housing Allowance	\$22,000
IRA Allowance	\$4000

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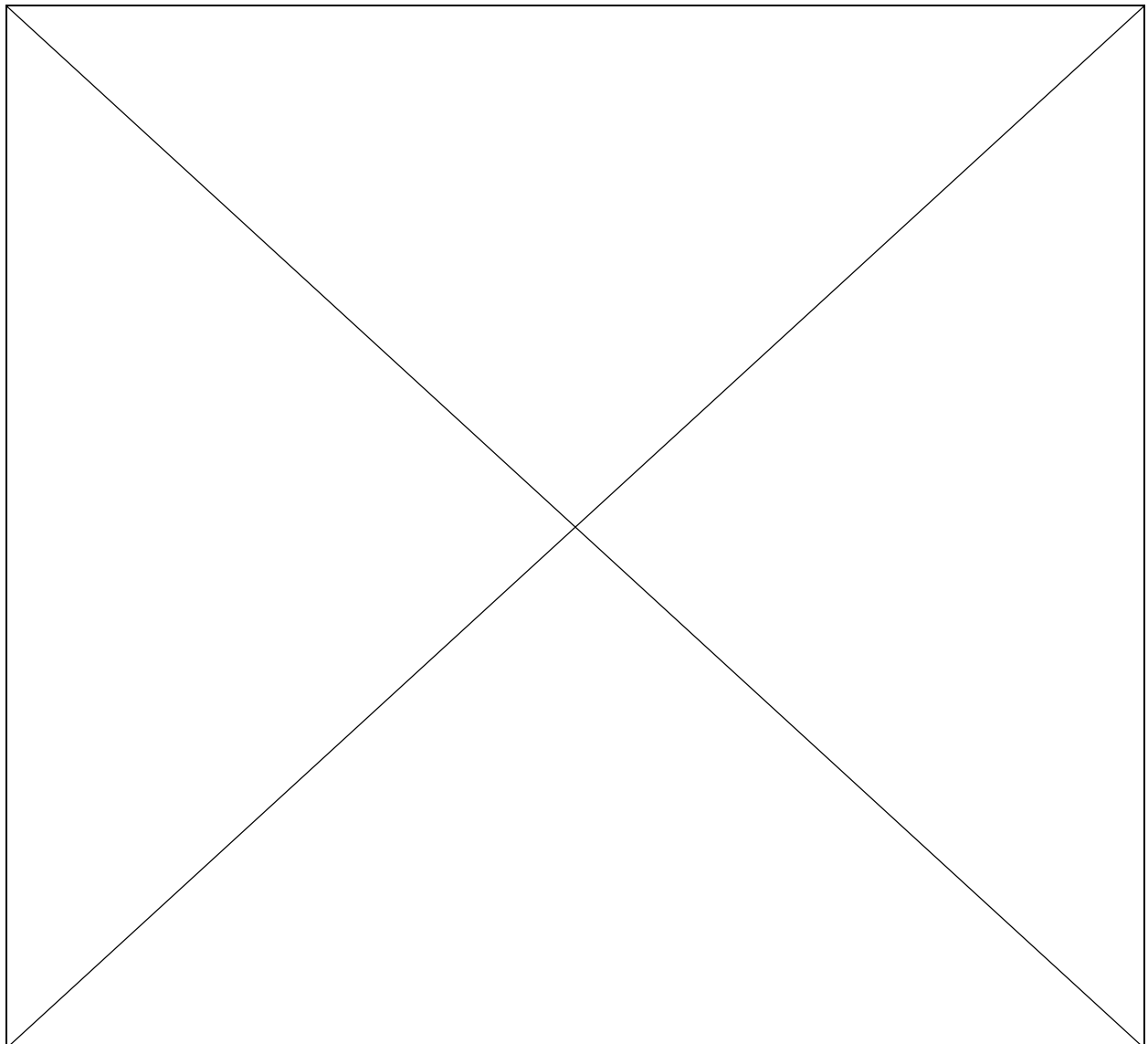
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Medical (estimate)	\$4000
Study Leave	\$650 allowance; 2 weeks including 2 Sundays

The meeting adjourned following prayer by the Moderator at 11:36 am. The next stated meeting of the Presbytery of Lake Huron is scheduled to be held Tuesday, June 4, 2024 beginning at 9:30 a.m. at Alma College, Alma, Michigan.

Respectfully Submitted,

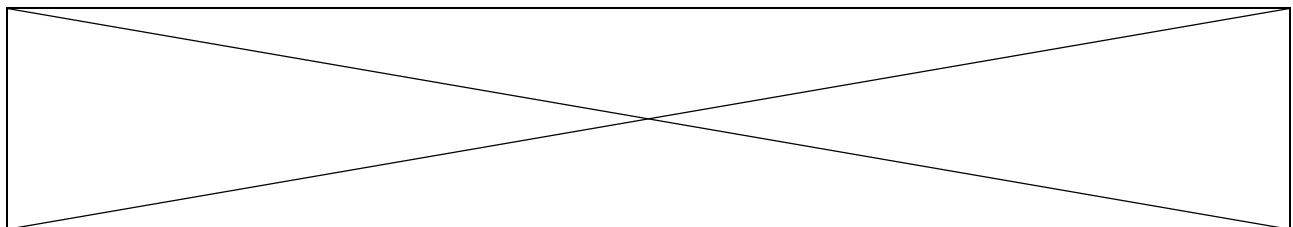
Ted McCulloch
Stated Clerk





ATTACHMENT A – Attendance

NAME OF MINISTER	<u>Present</u>	<u>Excused</u>	<u>Absent</u>	NAME OF MINISTER	<u>Present</u>	<u>Excused</u>	<u>Absent</u>
Ahn, Daniel (HR)		1		Milton, Jamie	1		
Becker, John (HR)		1		Moody, Chris		1	
Blackburn, David (HR)		1		Moon, Hakbae		1	
Blatt, Karen (HR)	1			Morrison, Kate	1		
Borycz, Edward (HR)		1		Neumann, James (HR)		1	
Browne, Roger (HR)		1		Neuville, Donald (HR)		1	
Carnes, Lindsey		1		Novak, Joseph		1	
Carnes, Robbie	1			Overland, Brenna	1		
Chambers, Janice (HR)		1		Park, Dong Won (HR)		1	
Chang, Catherine		1		Parker, Kenneth (HR)		1	
Cundiff, Thomas (HR)		1		Pekich-Bundy, Katrina	1		
Cunningham, Bruce (HR)		1		Pfeuffer, Paul	1		
Emrich, Robert (HR)		1		Piper, Brant		1	
Emrich, William (HR)		1		Piper, Leslie (HR)		1	
Eshelman, David (HR)		1		Russell, Dawn	1		
Estell, Ruth	1			Russell, Peter (HR)		1	
Evans-Justin, Mary Anne (HR)		1		Saperstein, Dan (HR)		1	
Graham, Linda	1			Schacher, Tom		1	
Grant, Glenn (HR)	1			Schramm, Matt	1		
Grimes, Ronald (HR)		1		Shafer, Hal		1	
Hand, Sue	1			Shugert, Stephen (HR)		1	
Jensen, Christina	1			Snyder, Noel		1	
Kim, Do Hyeong		1		Stilwell, Elizabeth		1	
Kroener, Scott	1			Strunz, Kim	1		
Lawther, Rich (HR)		1		Swihart, Dale (HR)		1	
Lee, Hoon Koo		1		Taylor, Robert (HR)		1	
Loenshal, Michael (HR)		1		Todd, Cassie	1		
Ludwig, Michael	1			Vredeveld, Ron		1	
Marquardt, Charles (HR)		1		Walser, Joseph (HR)		1	
Mayton, Wally	1			Wright, William	1		
McCulloch, Ted	1			Young, Jane		1	
McMellen, Larry (HR)		1		Ytterock, Paul		1	
Miller, Andrew	1						
				Total Present	22		
				Total Excused	43		
				Total Absent	0		



ATTACHMENT A – Attendance (Continued)

NAME OF CHURCH	<u>Present</u>	<u>Absent</u>	<u>Elder Commissioner(s) Present</u>
Alma-First	1		Sue Malone
Bay City-First	1		Bonnie March
Bay City-Westminster		1	
Beaverton		1	
Birch Run	1		Rob Minard
Breckenridge		1	
Caro		1	
Cass City-First		1	
Cass City-Fraser		1	
Croswell		1	
Davison-St Andrew's	1		Julianne Princinsky
Deckerville	1		Deb Coverdill
Elkton-Chandler		1	
Fairgrove	1		Beth Asperger
Fenton-First		1	
Fenton-Tyrone		1	
Flint-First	2		Lionel Wernette, Linda Gibbs
Flint-Trinity United	1		Deborah Harville
Flint-Unity		1	
Flushing		1	
Grand Blanc-Kirkridge	1		Kim Butka
Harbor Beach		1	
Holly	1		Dessalee Cook
Houghton Lake		1	
Ithaca-First		1	
Ithaca-Lafayette		1	
Kinde-First		1	
Lapeer-First		1	
Linden		1	
Marlette-First		1	
Marlette-Second		1	
Midland-Memorial	2		Joyce Hagen-Flint, Kori Orłowski
Mt. Pleasant		1	
Rosebush		1	
Saginaw-Countryside Trinity	1		Roger Scovill
Saginaw-First		1	
Saginaw-Korean		1	
Saginaw-Second		1	
Sandusky		1	
Swartz Creek		1	
Tawas		1	
Twining		1	
Ubly		1	
Vassar		1	
Yale		1	
Total Present	14		
Total Represented	12		
Total Not Represented	33		

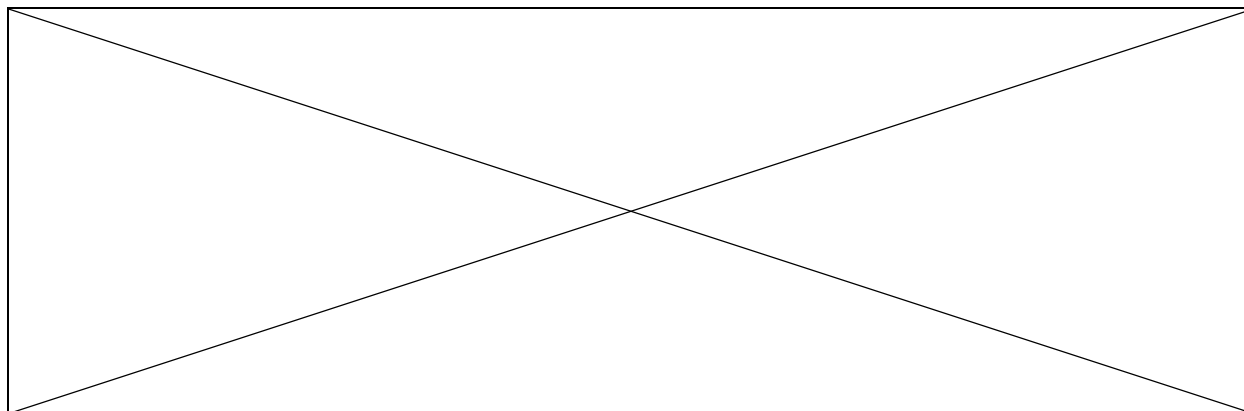
ATTACHMENT A – Attendance (Continued)

ELDER MEMBERS	<u>Present</u>	<u>Absent</u>	<u>Excused</u>
Beth Asperger (Presby Vice Mod) ***			
Adam Engel (Trustee)			1
Joyce Hetzler (Council)	1		
Chuck Hewitt (Trustee)			1
Linda Kennan (COMMP Moderator)	1		
Sue McClary (Trustee)			1
Roger Scovill (Treasurer) ***			1
Tim Rutzen (Trustee)			1
Total Elder Members	2	0	4

*** Signed in as Elder Commissioner, did not count here

COMMISSIONED RULING ELDERS	<u>Present</u>	<u>Absent</u>	<u>Excused</u>
Jon Baker			1
Jon Essex	1		
Mark Garavaglia	1		
Shaun Hardimon			1
Liz Long			1
Bonnie Rapson	1		
Chris Wolf	1		
CRE Attending	4		
CRE Not Attending	0		
CRE Excused	3		

CATEGORY	<u>Present</u>	<u>Absent</u>	<u>Excused</u>
Members of Presbytery	22	0	43
Corresponding Members	2		
Commissioned Ruling Elders	4	0	3
Church Commissioners	14	33	
Elder Members	2	0	4
Visitors (Including LHP Staff)	10		
Total People in Attendance	54		
Churches represented	12		
Churches not represented		33	



ATTACHMENT B – Proposed Sexual Misconduct/Harassment/Child Protection Policy
FIRST DRAFT

PRESBYTERY of LAKE HURON SEXUAL MISCONDUCT; CHILD PROTECTION & HARASSMENT POLICY

The following policy and procedures are implemented by the Presbytery of Lake Huron (hereafter “Presbytery”) and can serve as a model for Sessions within the Presbytery for a congregation’s policy.

If the alleged misconduct involves a child, the Presbytery Child Protection Policy shall apply in addition to this and any other under civil authority.

I. Policy

"As God who called you is holy, tend the flock of God that is your charge,
Be holy yourselves in all your conduct, not under compulsion but willingly,
Not for sordid gain but eagerly.
Do not lord it over those in your charge but be examples to the flock.
You know that we who teach shall be judged with greater strictness."
I Peter 1:15; 5:2-3

The conduct of all members of the Presbytery, employees and volunteers, is of vital importance. They all minister in the name of Jesus Christ. Church members entrust their leaders, both clergy and laity, with real and symbolic power in these offices which represent God in whose name they speak, preach, pray, and bless. In principles set forth in Scripture, religious leadership is a covenantal relationship that presumes the trustworthy exercise of this power on behalf of those in their care.

Therefore, sexual misconduct is a betrayal of trust and an unwarranted misuse of power on the part of people in leadership in the church. It is wrong and never permissible. And since religious leaders are always in positions of power, because they are in these symbolic roles which convey an aura of sanctity and authority, the mutual consent necessary for an appropriate sexual relationship is impossible. Moreover, religious leaders are always responsible for keeping boundaries and protecting the safety of those in their trust. We recognize the Book of Order places no statute of limitations on allegations of sexual misconduct (Rules of Discipline, Section D-7.1501b).

The Presbytery of Lake Huron through its congregations and members strongly rejects any and all behaviors of sexual misconduct. Potential complaints should be submitted to the appropriate ecclesiastical body (Session or Presbytery). No retaliation against anyone who files a complaint will be tolerated. If the event of a complaint, the procedures provided in the most recent version of the Book of Order (PCUSA) will be followed.

II. A Definition of Sexual Misconduct

Sexual Misconduct is Sexual Harassment, Sexual Abuse, and/or Sexual Misconduct committed by a Presbytery staff person, Teaching Elder (Minister of the Word and Sacrament), or other church leader.

“Harassment” means unwelcome advances, requests for favors, and other verbal or physical conduct or communication based on religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information under any of the following conditions:

- a. Submission to the conduct or communication is made a term or condition, either explicitly or implicitly, to obtain employment.
- b. Submission to or rejection of the conduct or communication by a person is used as a factor in decisions affecting the person’s employment.
- c. The conduct or communication has a purpose or effect of substantially interfering with the person’s employment or creating an intimidating, hostile, or offensive employment environment.

“Sexual Abuse” includes:

- a. Acts regarded as unlawful such as child sexual abuse, rape, sexual battery, and the like;
- b. sexual conduct with any person under the age of eighteen, or with any person without the mental capacity to consent; or
- c. Sexual conduct accompanied by intimidation, force, threat, or coercion.

“Sexual Misconduct” includes sexual conduct resulting from the misuse of office or position:

- a. conduct arising from a ministerial or professional relationship, such as conduct between Presbytery staff members, a clergy or commissioned pastor and staff or congregation member; counselor and client, or youth leader and participant.

III. Procedures

Reporting Incidents of Sexual Misconduct

A. General Principles

- a. *Church Officers need to know procedures.* Reports of sexual misconduct may occur in a variety of ways. Because a governing body or unit cannot control to whom the accuser of sexual misconduct will speak first, it is important that officers, employees, and persons highly visible to Presbytery and/or church members and visitors understand how reports of incidents shall be channeled to the proper person.
- b. *Confidentiality is essential.* Reports of sexual misconduct should never be taken lightly or disregarded and allowed to circulate without concern for the integrity and reputation of the individuals involved and of the Presbytery and/or congregation. Reports should be dealt with the *highest confidentiality* both before and after they have been submitted to appropriate authorities.
- c. *Hearsay and rumor.* Hearsay and rumor are detrimental to the accuser, the accused, and the alleged victim, and thus to the potential for a fair and just resolution.

B. Receiving a Report

- a. A person who receives initial information from an accuser about alleged sexual misconduct becomes morally obligated to immediately inform an appropriate officer in that church body or the next higher body. He or she should not undertake an inquiry alone or question either the accuser or the accused about the alleged offense. Allegations shall be prepared in writing to the Stated Clerk. If the allegations involve the Stated Clerk, they should be directed to the Moderator of Commission on Ministry and Ministry Preparation (COMMP). In all other circumstances, when the Moderator of Presbytery or the COMMP Moderator is notified of an alleged misconduct, they shall immediately notify the Stated Clerk.
- b. When the allegations of misconduct involve a Presbytery staff person (whether ordained or not), the Presbytery Council has the right and ability to place the staff person on administrative leave for the duration of the investigation and/or during any trial proceedings. In no way should the administrative leave be construed as a finding or even a likelihood of guilt.

IV. Distribution of this Policy

This policy will be distributed as follows:

- A. To Inquirers and Candidates for the Ministry of the Word and Sacrament (Teaching Elder) enrolled in the Presbytery, and to Certified Christian Educators, by the COMMP;
- B. To Ministers of the Word and Sacrament (Teaching Elder) and to Commissioned Lay Pastors by the COMMP;
- C. To all employees of the Presbytery by the Personnel Committee; and
- D. To all persons supervising volunteers by body overseeing the activity of those volunteers.
- E. To all persons reporting alleged sexual misconduct, to all alleged victims, and to all persons against whom allegations are made.
- F. To all clerks of session as a model for congregational Sexual Misconduct Policies.

Presbytery of Lake Huron
Child and Vulnerable Person Protection Policy and Procedures

The following policy and procedures will be implemented by the Presbytery of Lake Huron (hereafter “Presbytery”) and may serve as a model for Sessions within the Presbytery for a congregation’s policy.

I. General Purpose Statement

The Presbytery seeks to provide a safe and secure environment for the children and vulnerable persons who participate in our programs and activities. By implementing the below practices, our goal is to protect the children and vulnerable persons of the Presbytery from incidents of misconduct or inappropriate behavior while also protecting our staff and volunteers (workers) from false accusations.

II. Definitions

For purposes of this policy,

- A. The terms “child” or “children” include all persons under the age of eighteen (18) years. The term “youth” refers specifically to middle and high school age children.
- B. The term “volunteer” means anyone involved in a day care or school, in overnight activities involving minors, in counseling of minors, or in one-on-one mentoring of minors.
- C. The term “worker” includes both paid and unpaid persons who work with children.
- D. The term “vulnerable person” is an adult that is unable to protect himself or herself from abuse, neglect, or exploitation because of a mental or physical impairment or advanced age.

III. Selection of Workers

All persons who desire to work with the children or vulnerable persons participating in our programs and activities will provide the following:

- A. Written Application: All persons seeking to work with children or vulnerable persons must complete and sign a written application in a form to be supplied by the presbytery. The application will request basic information from the applicant and will inquire into previous experience with children or vulnerable persons, reference information, as well as disclosure of any previous criminal convictions. The application form will be maintained in confidence on file at the Presbytery.
- B. Background Check: A national criminal background check is required for all employees (regardless of position) and volunteers as defined above.

Before a background check is run, prospective workers will be asked to sign an authorization form allowing the presbytery to run the check. If an individual declines to sign the authorization form, s/he will be unable to work with children or vulnerable persons.

A disqualifying offense that will keep an individual from working with children or vulnerable person will be determined by the Stated Clerk and/or the chair of the Commission on Ministry

and Ministry Preparation on a case-by-case basis in light of all the surrounding circumstances. Generally, convictions for an offense involving children/vulnerable persons and/or for offenses involving violence, dishonesty, illegal substances, indecency and any conduct contrary to our mission will preclude someone from being permitted to work with children/vulnerable persons. Failure to disclose a criminal conviction on the application form will also be a disqualifying event.

The background check authorization form and results will be maintained in confidence in the Stated Clerk's files at the Presbytery office.

IV. Responding to Allegations of Child or Vulnerable Person Abuse

For purposes of this policy, "child abuse" is any action (or lack of action) that endangers or harms a child's or vulnerable person's physical, psychological or emotional health and development. Child/vulnerable person abuse occurs in different ways and includes the following:

- **Physical abuse** – any physical injury to a child/vulnerable person that is not accidental, such as beating, shaking, burns, and biting.
- **Emotional abuse** – emotional injury when the child/vulnerable person is not nurtured or provided with love and security, such as an environment of constant criticism, belittling and persistent teasing.
- **Sexual abuse** – any sexual activity between a child/vulnerable person and an adult or between a child and another child at least four years older than the victim, including activities such as fondling, exhibitionism, intercourse, incest, and pornography.
- **Neglect** – depriving a child/vulnerable person of his or her essential needs, such as adequate food, water, shelter, and medical care.

A. Trust, Confidentiality, and Mandatory Reporting – G.4.0301 and 4.0302

"Any member of this church engaged in ordered ministry and any certified Christian Educator employed by this church or its congregations, shall report to ecclesiastical and civil legal authorities knowledge of harm, or the risk of harm, related to the physical abuse, neglect, and/or sexual molestation or abuse of a minor or an adult who lacks mental capacity when (1) such information is gained outside of a confidential communication as defined in G-4.0301, (2) she or he is not bound by an obligation of privileged communication under law, or (3) she or he reasonably believes that there is risk of future physical harm or abuse." (*Book of Order* G-4.0302)

Childcare workers may have the opportunity to become aware of abuse or neglect of the children under our care. In the event that an individual involved in the care of children becomes aware of suspected abuse or neglect of a child under his/her care, this should be reported immediately for further action, including reporting to authorities as may be mandated

*By state law when an incident of abuse or neglect is alleged to have occurred during a Presbytery sponsored program or activity, the following procedures shall be followed:

- a. The parent or guardian of the child/vulnerable person will be notified.
- b. In the case of a member of presbytery, the Stated Clerk shall be notified in writing.
- c. The worker alleged to be the perpetrator of the abuse or misconduct will immediately be placed on leave from working with children/vulnerable persons, pending an investigation, and instructed to remain away from the premises during the investigation.
- d. Civil authorities will be notified, and the Presbytery will comply with the state's requirements regarding mandatory reporting of abuse as the law then exists. The Presbytery will fully cooperate with the investigation of the incident by civil authorities.
- e. Our insurance company will be notified, and an incident report completed. Any documents received relating to the incident and/or allegations will immediately be forwarded to the insurance company.
- f. The spokesperson for the Presbytery shall be the Stated Clerk (unless the Presbytery Council designates a different spokesperson) to the media concerning incidents of abuse or neglect. If the Stated Clerk is alleged to be involved, a different spokesperson shall be appointed. The Presbytery will seek the advice of legal counsel before responding to media inquiries or releasing information to the congregation. All other representatives of the church should refrain from speaking to the media.
- g. A pastoral visit will be arranged for those who desire it.
- h. Any person for whom charged of alleged abuse or misconduct are substantiated will be removed from their position working with children/vulnerable persons.

V. Two Adult Rule

It is our goal that a minimum of two unrelated adult workers will be in attendance at all times when children/vulnerable persons are being supervised during programs and activities. Some youth/vulnerable person classes may have only one adult teacher in attendance during the class session; in these instances, doors to the classroom should remain open and there should be no fewer than three students with the adult teacher. The Presbytery does not allow minors/vulnerable person to be alone with one adult whether on site or in any sponsored activity unless in a counseling situation.

VI. Open Door Policy

All room doors should remain open unless there is a window in the door or a side window beside it. Doors should never be locked while persons are inside the room.

VII. Sick Child Policy

It is our desire to provide a healthy and safe environment for all of the children/vulnerable persons of the Presbytery. Parents/guardians are encouraged to be considerate of other attendees when deciding whether to place a child/vulnerable person under the Presbytery's care. In general, attendees with the following symptoms should NOT be dropped off: Fever, diarrhea, or vomiting within the last 48 hours;

- Green or yellow runny nose;
- Eye or skin infections; and/or
- Other symptoms of communicable or infectious disease.

Children/vulnerable persons who are observed by our workers to be ill will be separated from other attendees and the parent or guardian will be contacted to request that the child/vulnerable person be picked up for the day.

VIII. Medications Policy

It is the policy of the Presbytery not to administer either prescription or non-prescription medications to the persons under our care. Medications should be administered by a parent or guardian at home. Parents/guardians are reminded of our sick child policy.

IX. Discipline Policy

It is the policy of the Presbytery not to administer corporal punishment, even if parents/guardians have suggested or given permission for it. There should be no spanking, grabbing, hitting, or other physical discipline of children or vulnerable persons.

X. Restroom Guidelines

Children five years of age and younger should use a classroom bathroom if one is available. If a classroom bathroom is not available, workers should escort a group of children to the hallway bathroom.

All children/vulnerable persons should always go to the restroom in a group. An adult should never take a child to the bathroom alone. The workers should check the bathroom first to make sure that it is empty, and then allow the children/vulnerable persons to enter. The workers should then remain outside the bathroom door and escort the children back to the classroom. If a child/vulnerable person is taking longer than seems necessary, the worker should open the bathroom door and call the name. If a child/vulnerable person requires assistance, the worker(s) should prop open the bathroom door, and leave the stall door open as they assist the child/vulnerable person.

XI. Accidental Injuries

In the event that a child/vulnerable person is injured while under our care, the following steps should be followed:

- A. For minor injuries, scrapes, and bruises, workers will provide First Aid (Band-Aids, etc.) as appropriate and will notify the parent or guardian of the injury at the time the child/vulnerable person is picked up from our care.
- B. For injuries requiring medical treatment beyond simple First Aid, the parent/ guardian will immediately be summoned in addition to the worker's supervisor. If warranted by circumstances, an ambulance will be called.
- C. Once appropriate medical attention has been provided, an incident report will be completed in the case of injuries requiring treatment by a medical professional.

XII. Training

The Presbytery will provide training on this child protection policy to all new childcare workers and will strive to provide opportunities for additional training classes or events on an annual basis. All workers are strongly encouraged to attend these training events.

XIII. Distribution of this policy

This policy will be distributed as follows:

- A. To Inquirers and Candidates for the Ministry of the Word and sacrament enrolled in the Presbytery, and to Certified Christian Educators, by the Committee on Ministry and Ministry Preparation.
- B. To Ministers of the Word and Sacrament and to Commissioned Lay Pastors by the COMMP;
- C. To all employees of the Presbytery; and
- D. To all persons supervising volunteers by the committee overseeing the activity of those volunteers.
- E. This policy will be distributed to all clerks of session as a suggested model for congregational Sexual Misconduct Policies.

ATTACHMENT C – Purchase Agreement

PURCHASE AGREEMENT

This Agreement is made between **MEMORIAL PRESBYTERIAN CHURCH OF MIDLAND**, a Michigan ecclesiastical corporation, whose address is: 1310 Ashman St., Midland, MI 48640 (phone: 989-835-6759) hereinafter referred to as “Seller,” and **MIDLAND COUNTY HABITAT FOR HUMANITY**, a Michigan domestic nonprofit corporation, whose address is: 1703 S. Saginaw Rd., Midland, MI 48640 (phone: 989-835-6265) hereinafter referred to as “Buyer.”

The parties agree as follows:

1. **Description of Real Estate.** The Seller agrees to sell and the Buyer agrees to buy real estate commonly known as vacant property on Wanetah Drive more particularly described as follows:
Parcel 3
The NE corner of the South Half of the North Half of the Southeast Quarter of Section 4, T14N, R2E, Being 125 feet North and South by 348 Feet East and West;

subject to restrictions of record, easements for utilities, and zoning ordinances.

The above property is unplatted. Seller makes no representation regarding division rights. Buyer will receive any division rights that the Seller may have under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended. The Deed shall also include the following language: “This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.”
2. **Purchase Price and Method of Payment.** Buyer shall pay the full sum of **\$90,000** in cash at closing. Payment at closing shall be in cash, certified check or wire transfer.
3. **Title Insurance.** A title insurance commitment showing marketable title and indicating the status of taxes will be furnished by the Seller for examination by the Buyer prior to closing. A policy of title insurance with standard exceptions insuring Buyer in an amount not less than the purchase price shall be furnished at Seller's expense after closing.
4. **Earnest Money Deposit.** The Buyer shall pay the Seller **\$1,000.00** as an earnest money deposit upon the execution of this Agreement, which sum shall be applied to the purchase price at closing. If the Buyer defaults under the terms and conditions of this Agreement, the Seller may retain the earnest money deposit as liquidated damages and pursue any other legal or equitable remedies that Seller may have against the Buyer.
5. **Taxes and Assessments.** **Property taxes and assessments which are billed prior to January 1, 2024 will be paid by the Seller. Property taxes and assessments which are billed after December 31, 2023** will be considered paid on a calendar year basis in arrears and will be prorated between the parties to the date of closing. Taxes will be apportioned on the basis of the latest established millage rate and taxable value.

6. Real Estate Transfer Tax. All real estate transfer taxes imposed by law on this transaction shall be paid by Seller.
7. Closing & Possession. The closing shall be held at Superior Title Agency no later than _____. The Seller shall give the Buyer possession of the real estate at closing.
8. Real Estate Brokers. The parties represent to one another that their negotiations have been carried on without the assistance of any real estate broker, and that there are no outstanding brokerage or other commissions relating to this Agreement arising from their actions.
9. Examination of real estate. The Buyer acknowledges that Buyer has examined the premises and is satisfied with the condition thereof, subject to Buyer's right to have inspections performed as provided below.
10. Contingencies. The closing shall be contingent on the following:
 - a. Seller must first receive approval from the Session and Trustees of the Memorial Presbyterian Church of Midland and from the Lake Huron Presbytery.
 - b. The delivery to Buyer of a title commitment showing marketable title in the name of the Seller. Buyer's objections to title (if any), shall be in writing and made within seven business days of the Buyer's attorney's receipt of the title commitment. In the event there are written objections to title, the Seller, at Seller's option, may either (i) cure the objection within thirty days; or (ii) refund the Buyer's earnest money deposit in full termination of this Agreement.
 - c. The real estate passing such code compliance and environmental inspections as desired by Buyer to Buyer's satisfaction. All such inspections shall be at the Buyer's expense and shall be accomplished within thirty days of this Agreement. If the real estate does not pass such inspections, Buyer must notify Seller in writing of any deficiencies prior to the expiration of the thirty day period or Buyer shall be presumed to have accepted the condition of the premises as is. Upon receipt of notice of deficiencies from Buyer, the Seller, at Seller's option, may either (i) cure the defects disclosed by such inspections within thirty days; or (ii) refund the Buyer's earnest money deposit in full termination of this Agreement. Provided however, that notwithstanding Seller's willingness to cure the deficiencies, if deficiencies disclosed by such inspections exceed \$2,000 in the aggregate, Buyer may terminate this Purchase Agreement and insist upon return of Buyer's earnest money. The report of any contractor or inspector, written or oral, shall be deemed an amendment to the Seller's disclosures.
11. Representations of Seller. The Seller represents that:
 - a. The property is vacant land. To the best of Seller's knowledge, the real estate is in compliance with all local, state, federal, and administrative laws, ordinances, rules, and regulations, including DNR/DEQ regulations. There are no citations,

claims, complaints, or notices of violations made, issued, or threatened against the Seller or the real estate by any governmental entity or private party for impairment, damage, injury, or other adverse effects on the environment resulting in whole or in part from the Seller's ownership or use of the property. The Seller has and will continue to properly file any required local, state, and federal environmental reports concerning the real estate, and all information contained in the reports has been and will continue to be accurate and true.

- b. Seller is not aware of any discharge, release, disposal, or storage of hazardous materials, waste, or substances on or under the surface of the real estate.
 - c. There are no liens, including, without limitation, construction or bankruptcy liens against Seller or the real estate. No work has been performed by a contractor within the last 12 months that has not been paid in full.
 - d. This sale will not violate any laws, ordinances, rules, regulations or orders concerning parcel splits or land divisions and Seller has proper title/authority to transfer to Buyer the divisions referenced above in this Purchase Agreement.
 - e. A Seller's Disclosure Statement has not been furnished to the Buyer because the property is not residential real estate (MCL 565.952).
 - f. These representations shall survive the closing.
12. Utilities. No utilities service the property. Seller makes no representation as to the availability of adjacent utility lines or cost of connecting thereto.
13. Insurance Coverage. Buyer will secure premises liability insurance coverage to become effective as of the date of closing. The Seller will terminate Seller's insurance on the premises when the sale is closed.
14. Binding Effect. This Agreement shall extend to and become binding upon the heirs, personal representatives, successors, and assigns of the respective parties.
15. Governing Law. This Agreement shall be construed and governed under the laws of the State of Michigan. The parties hereby agree that any litigation relating to this Agreement shall be brought in Midland County, Michigan, and, for the purpose of any such litigation, the parties hereby consent to the jurisdiction of such court.
16. Notices. Any notice concerning this Agreement shall be deemed properly given if it is in writing and delivered either personally or by first-class mail to the party to be notified at the respective address set forth above in this Agreement. The effective date of any notice shall be the date it is received.
17. Tax Numbers. If required for tax reporting purposes, the Seller's employer identification number shall be provided to the Closing Agent.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, oral or written. There are no other representations, warranties, conditions, or agreements other than those expressly set forth herein. No other agreement, statement, promise, representation, or warranty made by any party to this Agreement that is not in writing and signed by all parties to this Agreement shall be binding.

This Purchase Agreement is effective when executed by both Buyer and Seller. Any modification or addition by Seller shall be deemed a rejection of Buyer's offer and a counter-offer by Seller.

Executed by Seller on _____

Seller: **MEMORIAL PRESBYTERIAN CHURCH OF MIDLAND**
a Michigan ecclesiastical corporation

By: _____

(Printed name/Title)

Executed by Buyer on _____

Buyer: **MIDLAND COUNTY HABITAT FOR HUMANITY**
a Michigan domestic nonprofit corporation

By: _____

(Printed name/Title)

Prepared by:
Barry B. George, Of Counsel
Gambrell and Associates PLC
1605 Ashman St.
Midland, MI 48640
(989) 631-7626

AFFIDAVIT

RE: STATED MEETING OF THE PRESBYTERY OF LAKE HURON

STATE OF MICHIGAN)
COUNTY OF SAGINAW)

The undersigned Ted McCulloch, of 5560 McCarty Road, Saginaw, Michigan 48608-6129, being first sworn certifies to the following:

1. He is an adult resident of the County of Saginaw, an ordained minister of the Gospel, and the Stated Clerk for the Presbytery of Lake Huron.
2. A Stated Meeting of Commissioners of the Presbytery was held on _____ . Commissioners attended via Zoom video conference at which all attendees were in simultaneous communication with each other.
3. A agenda item under Report of the Trustees of the Presbytery provided as follows:

"Recommend to Presbytery that permission be granted to Midland Memorial Presbyterian Church, 1310 Ashman Street, Midland, MI to sell vacant property located at the corner of Wanetah and Jefferson Avenue, Midland MI, if the way be clear, for \$90,000. The full legal property description appears below as **Schedule A** and will be included in the permanent minutes of the Presbytery."
4. The motion passed by unanimous vote of the commissioners in attendance at the meeting.
5. This Affidavit This Affidavit is executed under the provisions of MCL 565.451a, which provides for giving and recording of notice relating to certain matters which may affect the title to real property in the State of Michigan, and is being submitted to Superior Title Agency to facilitate the sale and closing on the property described in this Affidavit as **Schedule A**.

Dated: _____

Ted McCulloch

STATE OF MICHIGAN)
COUNTY OF SAGINAW)

Acknowledged before me in Saginaw County, Michigan on _____, by:
Ted McCulloch

Notary Public, Saginaw County,
Michigan, Acting in Saginaw County
My commission expires: _____

Drafted by:
Barry B. George, Of Counsel
Gambrell and Associates PLC
240 W. Main St., Suite 1000
Midland, MI 48640
(989) 631-7626

Schedule A

Vacant real property situated at the corner of Waneiah Drive and Jefferson Avenue, in the City of
Midland, County of Midland and State of Michigan, more particularly described as follows:
Parcel 3
The NE corner of the South Half of the North Half of the Southeast Quarter of Section 4,
T14N, R2E, Being 125 feet North and South by 348 Feet East and West,