



**MANUAL OF OPERATIONS  
FOR THE SYNOD OF THE COVENANT**

**December 8, 2015**

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**BYLAWS**

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- Amended by the Synod Assembly August 13, 2009**
- Amended by the Synod Assembly November 7, 2009**
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**ARTICLE I  
STATEMENT OF MISSION**

We, the Synod of the Covenant,  
in partnership with  
our presbyteries, congregations, the General Assembly  
and other faith communions,  
are called and sent by God  
to be a living, active and inclusive witness  
to the love of Christ.

**ARTICLE II  
GENERAL**

The Synod of the Covenant adopts these bylaws to establish a structure that facilitates its mission and ministry. It is an intermediate council whose responsibilities are found in the *Book of Order* (G-3.0401).

This synod is the unit of the church's life and mission whose boundaries are determined by the boundaries of its 11 presbyteries: Cincinnati, Detroit, Eastminster, Lake Huron, Lake Michigan, Mackinac, Maumee Valley, Miami Valley, Muskingum Valley, Scioto Valley and the Western Reserve.

The priorities of the synod include multicultural, racial ethnic and justice ministries, new church development and church transformation, mission and ministries in higher education.

**ARTICLE III  
CONSTITUTION AND BYLAWS**

The Synod of the Covenant shall be governed by the *Constitution of the PC(USA)*, the Bylaws of the Synod, the most recent edition of *The Constitution of the PC(USA)*, The Bylaws of the Synod of the Covenant, and *Robert's Rules of Order* and any special rules of order or standing rules that may be adopted by the synod.

**ARTICLE IV  
SYNOD ASSEMBLY**

A. Purpose

The assembly shall hold three stated meetings annually for worship, study, celebration, building relationships among people from all presbyteries within the synod and conduction the business of the synod. This time together is to be an opportunity for discussing and discerning directions for new and ongoing missions and ministries.

B. Members

1. Commissioners

Three commissioners from each of the 11 presbyteries with equal numbers of ruling elders, teaching elders, and young adult commissioners between the ages of 18 and 25 at the time of elections; altogether, the elected commissioners shall represent a diversity of gender, racial ethnicity, age, disability and experience.

- Voice and vote
- Elected by presbyteries
- Three-year terms in three classes
- May serve for a maximum of six consecutive years

2. Moderator and Vice-Moderator

- Voice and vote
- Each serves a one-year term

3. Stated Clerk, Treasurer and Synod Executive

- Voice and vote

4. Officers of Designated Synod Organizations

- a) The moderator or their designee of the following organizations  
Presbyterian Women  
Synod Asian Caucus

Synod Black Caucus  
Synod Hispanic/Latino Caucus  
Synod Middle Eastern Caucus  
Synod Native American Consulting Committee

- b) Terms of participation
- Voice and vote
  - Three-year terms
  - May serve for a maximum of six consecutive years
- C. Non-members
- All members of congregations and presbyteries within the bounds of the synod are encouraged to attend assemblies. Once registered, they may have voice, but not vote.
  - Presbyters in good standing in other councils of this church or in any other Christian church, who are present at any meeting of the Synod Assembly, may be invited to sit as corresponding members, with voice but without vote.
- D. Meetings
1. The Synod Assembly shall hold three stated meetings annually; the last meeting of the year shall be the annual meeting.
  2. The Synod Assembly may schedule an adjourned meeting under the provisions of the most recent edition of "Robert's Rules of Order".
  3. Special meetings may be called under the provisions of the Form of Government G-3.0405. The moderator shall call a special meeting at the request of or with the concurrence of three teaching elders and three ruling elders, representing at least three presbyteries, all of whom must have been commissioners to the last preceding meeting of the Synod Assembly. Should the moderator be unable to act, then the stated clerk shall, under the same conditions, issue the call. If both the moderator and the stated clerk are unable to act, the most recent moderators shall, under the same conditions, issue the call. Commissioners to the special meeting shall be the commissioners elected to the last preceding meeting of the Synod Assembly. A presbytery may, however, elect a commissioner to replace one who has died or changed presbytery membership. Notice of a special meeting shall be sent out not less than fifteen days in advance to each commissioner elected to the last preceding stated meeting of the synod and to each presbytery stated clerk. The notice shall set out the purpose of the meeting and no other business that is not listed in the notice shall be transacted.
  4. Expenses  
Travel, lodging and meal expenses incurred by Commissioners, Officers of Designated Synod Organizations (or their designees) and Youth Advisory Delegates shall be paid by the synod. The amount to be paid will be determined by the Synod Assembly upon recommendation of the Budget & Finance Committee
  5. Quorum  
A quorum for a Synod Assembly shall consist of 10 commissioners, made up of five ruling elders and five teaching elders. These commissioners shall represent a minimum of four presbyteries.
- E. Officers
1. Moderator
    - a) Advance of Vice-Moderator and Installation as Moderator  
At the conclusion of the annual meeting, the elected vice-moderator becomes moderator and shall be installed.
    - b) The term of office is one year.
    - c) Responsibilities  
The moderator shall fulfill the responsibilities of moderator listed in the Form of Government G.3.0104, and such other duties as are specified in a position description prepared by Personnel Services Committee and approved by the Synod Assembly.
  2. Vice Moderator
    - a) Election

The Committee on Representation and Inclusiveness will take suggestions from all 11 Presbyteries and others within the bounds of the Synod of the Covenant for vice-moderator. If not already a member of the Synod Assembly, the vice-moderator will become a member of the Synod Assembly upon election.

b) Term of Office

At the conclusion of the annual meeting at which elected, the vice-moderator shall be installed in that office for a one-year term.

c) Responsibilities

- Moderate meetings of the Synod Assembly when the moderator is unable to moderate or when requested by the moderator.
- Fulfill other responsibilities of the moderator when the moderator is unable to act.
- Fulfill such other duties as are specified in a position description prepared by the Personnel Services Committee and approved by the Synod Assembly.

3. When the Moderator Is Unable to Serve

- a) In the event a moderator is unable to fulfill his or her term, the vice-moderator shall become the moderator and be installed at the next stated meeting; this person shall complete the unexpired term and an additional one-year term.
- b) If a vice-moderator is unable to fulfill his or her term, whether the cause is to fill the unexpired term of the moderator or a personal reason, the Committee on Representation and Inclusiveness shall nominate a person from among the assembly's commissioners whom the Synod Assembly shall then elect to fulfill the unexpired term of vice-moderator.
- c) If neither the moderator nor the vice-moderator is able to preside at meetings of the Synod Assembly, the assembly shall elect a moderator *pro tem*.

4. Stated Clerk

a) Election

The Synod Assembly shall elect a stated clerk for a term of three years upon nomination by the Committee on Representation and Inclusiveness. The person elected shall be enrolled as a member of the Synod Assembly with voice and vote.

b) Term

The term of office is three years, and it shall begin at the adjournment of the meeting at which a clerk is elected. A clerk may be re-elected, but serve no more than nine-consecutive years.

c) Review

At least six months prior to the end of the term for an incumbent stated clerk, the Synod Assembly's Personnel Services Committee shall conduct a performance review and report the results of such review to the Committee on Representation and Inclusiveness.

d) Stated Clerk's Responsibilities

The stated clerk shall fulfill the responsibilities defined in the Form of Government G-3.0104 and such additional duties as specified in a position description prepared by the Personnel Services Committee and approved by the Synod Assembly. The stated clerk may appoint a recording clerk for meetings of the Synod Assembly, and such other temporary clerks as may be required.

5. Treasurer

a) Election

The Synod Assembly shall elect a treasurer upon nomination by the Committee on Representation and Inclusiveness; the person elected shall be enrolled as a member of the Synod Assembly with voice and vote.

b) Term

The term of office is three years, and it shall begin at the adjournment of the meeting at which a treasurer is elected. A treasurer may be re-elected, but serve no more than nine consecutive years.

c) Review

At least six months prior to the end of the term for an incumbent treasurer, the Synod Assembly's Personnel Service Committee shall conduct a performance review and report the results of such review to the Committee on Representation and Inclusiveness.

d) Treasurer's Responsibilities

The treasurer shall fulfill such duties as specified in a position description prepared by the Personnel Services Committee and approved by the Synod Assembly, and such additional duties as assigned by the Synod Assembly.

**ARTICLE V**  
**SYNOD MISSION NETWORKS**

The Synod Mission Networks of the Synod of the Covenant with their membership, term, areas of ministry and responsibilities are listed in the Manual of Operations

**ARTICLE VI**  
**SYNOD OPERATIONAL COMMITTEES**

The Synod Operations Committees of the Synod of the Covenant with their membership, term and responsibilities are listed in the Manual of Operations

**ARTICLE VII**  
**TRUSTEE & INCORPORATION**

The Synod shall cause a corporation to be formed and maintained under the laws of the state of Ohio. (G-8.0202)

A. Corporation

1. Membership

- The members of the corporation shall be those persons elected to the Synod Assembly as commissioners and the officers of designated organizations (see Article IV.B.3)
- The president, vice-president and secretary of the Trustees shall serve as the president, vice-president and secretary of the corporation. The transitional treasurer of the Synod shall serve as the transitional treasurer of the corporation

2. Meetings

- a. May be called by either the Synod Assembly or the Board of Trustees
- b. Notice of a meeting shall be mailed to all members of the Corporation at least two weeks prior to the date of the meeting
- c. A quorum shall be five teaching elders and five ruling elders, provided that at least four of the synod's presbyteries are represented
- d. Because the membership of the Synod Assembly and the Synod Corporation are not the same the two bodies cannot hold joint meetings
- e. Although the corporation may meet at any time during the year, the corporation shall always meet on the same day the Synod Assembly holds its annual meeting. This meeting of the corporation shall be the annual meeting of the corporation. Except for the filling of vacancies, which can occur at any meeting, nomination and election of Trustees and a Trustee president shall take place at the annual corporation meeting.

B. Synod Trustees

1. Membership

- a. There shall be six members of the Synod Board of Trustees, serving in three classes of two members each. Trustees shall be either teaching elders or ruling elders (G-4.0102)
- b. The members of the Board of Trustees shall be elected in a meeting of the Synod Corporation, upon nomination by the members of the Committee on Representation and Inclusiveness who shall serve as the Synod Corporation Nominating Committee
- c. The Trustees of the corporation shall be of legal age in the state of Ohio, whether or not they are residents of the state of Ohio
- d. Total membership in include
  - At least three commissioners
  - One financial professional
  - At least one racial ethnic person
- e. The Synod Treasurer shall be an ex officio member of the Board of Trustees

2. Term
    - a. Three year terms in three classes
    - b. May serve a total of six consecutive years
  3. Officers
    - a. The Synod Corporation shall elect annually a Trustee to serve as president of the Trustees upon nomination by the members of the Committee on Representation and Inclusiveness. The president shall be elected for a one year term but there is no limit to the number of terms
    - b. The trustees shall elect a vice-president and secretary from among the members of the Trustees. The vice-president and the secretary will each be elected for a one year term but there is no limit to number of terms
  4. Meetings
    - a. May be called by the chair of the Trustees or when directed by the Synod Assembly
    - b. The quorum is a majority of the members
- C. Responsibilities of the Trustees
1. As officers of the Synod Corporation, the Trustees shall have the power to receive, hold, encumber, manage, and transfer property, real and personal, for the Synod; to accept and execute deeds of title to such property; to hold and defend title to such property; provided that in buying, selling and mortgaging real property, the Trustees shall act only after the approval of the Synod Corporation granted in a duly constituted meeting
  2. The Trustees shall be responsible for overseeing and maintaining the lease agreements that exist between the synod and the owner of the Synod's leased office facilities, and between the Synod and the owner of any other property or equipment leased by the Synod. The Trustees shall be responsible for maintenance and replacement of all equipment in the Synod office, and all other equipment owned or leased by the Synod
  3. The Trustees shall hold, reinvest, and keep invested funds belonging to the Synod, including funds held in trust
  4. The Trustees shall have the power to execute contracts in the states within the bounds of the Synod
  5. The Trustees of the Synod shall submit financial statements and records for the previous year to certified auditors of their choice for a financial review, and the results shall be reported to the Synod Assembly. At least one member of the Trustees shall meet with the auditors to receive their report
  6. The Trustees shall review the insurance coverage/policies of the Synod at least annually and report annually to the Synod Assembly the state of Synod's insurance coverage
  7. The Trustees shall review the Policies of the Board of Trustee regularly and make recommendations to the Synod Assembly for changes
  8. The members of the Board of Trustees shall serve as the Budget and Finance Committee

#### **ARTICLE VIII**

##### **PERMANENT JUDICIAL COMMISSION**

The Synod shall elect a Permanent Judicial Commission consisting of 11 members, one from each of the synod's 11 presbyteries. The commission shall elect its own officers, Moderator and Clerk (and Vice-Moderator and Vice-Clerk, if it chooses) to serve a term determined by the commission. No one shall serve as a member of the Synod Permanent Judicial Commission who is a member of a Presbytery Permanent Judicial Commission or the General Assembly Permanent Judicial Commission. All other guidelines and responsibilities are according to the *Book of Order*, D-5.000

#### **ARTICLE IX**

##### **CABINET ON ETHNIC CHURCH AFFAIRS**

The Cabinet on Ethnic Church Affairs of the Synod of the Covenant with their membership, terms, Moderator and Vice-Moderator of CECA and responsibilities is listed in the Manual of Operations

#### **ARTICLE X**

##### **SELF-DEVELOPMENT OF PEOPLE**

The Self Development of People (SDOP) Committee of the Synod of the Covenant with their membership and responsibilities is listed in the Manual of Operations

**ARTICLE XI**  
**COMMITTEE ON REPRESENTATION AND INCLUSIVENESS**

- A. Membership
  - 1. The Committee on Representation and Inclusiveness shall consist of nine members, with the nominees for membership being nominated by the Moderator's Committee in consultation with the various constituencies, for election by the Synod Assembly in three classes for three-year terms. No member may serve for more than six consecutive years
  - 2. Membership shall be three members from Presbyteries with a Michigan Presbytery Office or a Michigan state residency: three members from Presbyteries with an Ohio Presbytery Office or an Ohio state residency; and three members from CECA with at least one member being from Ohio and one from Michigan. Unity in Diversity (F-1.0403) shall be a goal in the membership of the Committee on Representation and Inclusiveness. Synod commissioners are eligible to serve on the Committee on Representation and Inclusiveness.
  - 3. The Moderator of the Committee on Representation and Inclusiveness shall be nominated by the Moderator's Committee and elected by the Synod Assembly for a term of one year renewable.
- B. Responsibilities
  - 1. Fulfill the Book of Order requirements of inclusiveness and representation (G-3.0103).
  - 2. Provide needed nominations for the Synod, the General Assembly and Related Agencies and Institutions.
    - a. For Synod: Vice-Moderator, Stated Clerk, Treasurer, Permanent Judicial Commission, Cabinet on Ethnic Church Affairs, Self-Development of People and any other vacancies needing nominations from the Synod Assembly
    - b. For General Assembly: National Council of Presbyterian Men, recommend to the General Assembly Nominating or other General Assembly entities persons to be elected by the General Assembly to serve on the General Assembly units or General Assembly related agencies.
    - c. Related Agencies and Institutions: Nominated to the Synod Assembly for election or for nomination to the appropriate body, persons to be representative to ecumenical boards, commissions, committees and boards of institutions. No person shall serve as synod representative to any such particular body for more than six consecutive years.

**ARTICLE XII**  
**OTHER PROVISIONS**

- A. Except for the filling of vacancies, nominations and elections for the Synod Assembly and the Synod Corporation shall take place at the annual meeting
- B. The terms of all persons elected by the Synod Assembly shall begin at the close of the meeting at which elected, unless otherwise noted in these bylaws.
- C. The terms of all persons elected by the Synod Assembly shall end at the close of the annual Synod Assembly meeting in the year of the class to which the person has been elected
- D. In these bylaws a unit is defined as any synod organization, such as trustees, cabinet, commission, committee, task force or other similar organization.
- E. The term of office for synod representatives serving related agencies shall begin on the date designated by the rules of the agency
- F. All persons wishing to resign before their term of service on a synod unit is completed shall send their resignation in writing to the synod stated clerk. The resignation shall be effective upon reception by the stated clerk, and the clerk shall notify the Committee on Representation and Inclusiveness that a vacancy exists
- G. If any member of a synod unit is absent from three consecutive meetings of the unit, the unit may, at its own discretion declare the position occupied by that person vacant, and so inform the person,
- H. Except as provided elsewhere in these Bylaws the quorum for a meeting of any synod unit shall be one-third of its members including the moderator or that person's designee.
- I. Procedure

1. Overtures and policy statements come to the assembly through the Moderator's Committee, with their recommendations to be reported to the assembly.
2. The Synod Assembly shall authorize executive staff positions and instruct the Nominating Committee to nominate persons for election by the assembly to serve on a search committee

**ARTICLE XIII  
TELECONFERENCE MEETINGS**

The Synod Assembly, the synod corporation, assembly committees and commissions, synod committees and commissions, synod trustees committees, and synod and trustee task forces may meet by telephone conference call when such meetings are deemed appropriate or necessary. All other requirements for a meeting must be met, including the requirements that all members of the group that is meeting be invited to participate, that all participating be able to hear and speak with each other, that a quorum be present, that the moderator, or that person's designee, presides and that the normal rules of making motions and voting prevail.

**ARTICLE XIV  
SYNOD STAFF**

The Synod shall provide staff to administer, resource, and facilitate the work of the synod and its committees. The Synod shall be guided in its decision by the Form of Government G-30110

**ARTICLE XV  
IDEMNIFICATION & INSURANCE**

- A. The Synod shall indemnify any officer or trustee of the synod who was or is party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (including, without limitation, any action threatened or instituted by or in the right of the synod), by reason of the fact that said officer or trustee is or was a trustee, officer, employee, agent, or volunteer of the synod, or is or was serving at the request of the synod as a director, trustee, officer, employee, agent, or volunteer of another corporation (domestic or foreign, non profit or for profit), partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorney's fees, filing fees, court reporter's fees, or transcript costs), judgments, fines, and amounts paid in settlement actually and reasonably incurred by said officer or trustee in connection with such action, suit, or proceeding if said officer or trustee acted in good faith and in a manner said officer or trustee reasonably believed to be in or not opposed to the best interests of the synod, and with respect to any criminal action or proceeding, said officer or trustee had no reasonable cause to believe said officer's or trustee's conduct was unlawful. A person claiming indemnification under this ARTICLE XVI.A, shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner said officer or trustee reasonably believed to be in or not opposed to the best interests of the synod, and with respect to any criminal matter, to have had no reasonable cause to believe said officer's or trustee's conduct was unlawful, and the termination of any action, suit, or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, rebut such presumption.
- B. Anything contained in the Bylaws or elsewhere to the contrary notwithstanding:
  1. The synod shall not indemnify any officer or trustee of the synod who was a party to any complete action or suit instituted by or in the right of the synod to procure a judgment in its favor by reason of the fact that said officer or trustee is or was trustee, officer employee, agent, or volunteer of the synod, or is or was serving at the request of the synod as a director, trustee, officer, employee, agent, or volunteer of another corporation (domestic or foreign, nonprofit or profit), partnership, joint venture, trust or other enterprise, in respect of any claim, issue, or matter asserted in such action or suit as to which said officer or trustee shall have been adjudged to be liable for action with reckless disregard for the best interests of the synod or misconduct (other than negligence) in the performance of said officer's or trustee's duty to the synod unless and only to the extent that the Court of Common Pleas of Lucas County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all circumstances of the case, said officer or trustee is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper;

2. The synod shall promptly make any such Court of Common Pleas or such other court shall deem proper as contemplated by this ARTICLE XVI.B.
- C. Anything contained in the Bylaws or elsewhere to the contrary notwithstanding to the extent that an officer or trustee of the synod has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in ARTICLE XVI. A., or in defense of any claim, issue or matter therein, said officer or trustee shall be promptly indemnified by the synod against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees, and transcript costs) actually and reasonably incurred by said officer trustee in connection therewith.
- D. Any indemnification required under ARTICLE XVI.A., and not precluded under ARTICLE XVI.B. shall be made by the synod only upon determination that such indemnification of the officer or trustee is proper in the circumstances because said officer or trustee has met the applicable standard of conduct set forth in ARTICLE XVI. A. Such determination may be made only (A) by a majority vote of a quorum consisting of trustees of the synod who were not and are not parties to, or threatened with , any such action, suite or proceeding, or (B) if such a quorum is not obtainable or if a majority of a quorum of disinterested trustee so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with an attorney, who has been retained by or who has performed services for the synod, or any person to be indemnified, within the past five (5) years, or (C) by the members, or (D) by the Court of Common Pleas of Lucas County, Ohio or (if synod is party thereto) the court in which such action, suit or proceeding was brought, if any; any such determination may be made by a court under division (D) of this ARTICLE XVI.D., at any time; and no decision for any reason to make any such determination, and no decision for any reason to deny any such determination, by the disinterested trustees under division (A) or by independent legal counsel under division (B) or by members under division (C) of this ARTICLE XVI.D. shall be evidence in rebuttal of the presumption recited in ARTICLE XVI.A. Any determination made by the disinterested trustees under division (A) or by independent legal counsel under division (B) or by the members under division (C) of this ARTICLE XVI.D., to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the synod shall be promptly communicated to the person who threatened or brought such action or suite, and within ten (10) days after receipt of such notification such person shall have the right to petition the Court of Common Pleas of Lucas County, Ohio or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.
- E. Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees, and transcript costs) incurred in defending any action, suit or proceeding referred to in ARTICLE XVI.A. shall be paid by the synod in advance of the final disposition of such action, suit, or proceeding to or in behalf of the officer or trustee promptly as such expenses are incurred by said officer or trustee, but only if such officer or trustee shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue, or other matter asserted is such action, suit, or proceeding in defense of which said officer or trustee shall not have been successful on the merits or otherwise:
1. If it shall ultimately be determined as provided in ARTICLE XVI.D. that said officer or trustee is not entitled to be indemnified by the synod as provided under ARTICLE XVI.A.; or
  2. If , in respect of any claim, issue, or other matter asserted by or in the right of the synod in such action or suit, said officer or trustee shall have been adjudged to be liable for acting with reckless disregard for the best interests of the synod or misconduct (other than negligence) in the performance of said officer's or trustee's duty to the synod, unless and only to the extent that the Court of Common Pleas of Lucas County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, said officer or trustee is fairly and reasonably entitled to all or part of such indemnification.
- F. The indemnification provided by these Bylaws shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles of Incorporation of the synod or any agreement vote of members or disinterested trustees, or otherwise, both as to action in said officer's or trustee's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an officer or trustee of the synod and shall inure to the benefit of the heirs, executors, and administrators of such person.
- G. The synod may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any person who is or was a trustee, officer, employee, agent, or volunteer of the synod, or is or was serving at the request of the synod as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), partnership, joint venture,

trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the synod would have the obligation or the power to indemnify such person against such liability under the provisions of these Bylaws. Insurance may be purchased from or maintained with a person in which the synod has a financial interest.

- H. For purposes of these provisions regarding indemnification and insurance, and as examples and not by way of limitation:
1. A person claiming indemnification under these Bylaws shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in ARTICLE XI.A or in defense of any claim, issue, or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against such person, without a conviction of such person, without the imposition of a fine upon such person and without such person's payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against such person or otherwise results in a vindication of such person);
  2. References to an "other enterprise" shall include employee benefit plans; references to a "fine" shall be include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the synod" shall include any service as a trustee, officer, employee, agent, or volunteer of the synod which imposes duties on, or involves services by, such trustee, officer, employee, agent, or good faith and in manner such person reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the synod" with the meaning of that term as used in these Bylaws.
  3. The term "volunteer" shall mean a trustee, officer, or agent of the synod, or another person associated with the synod, who (i) performs services for or on behalf of, and under the authority or auspices of, the synod, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with services performed for the synod and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to these provisions regarding indemnification and insurance, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement or (iii) modest prerequisites.
- I. Any action, suit or proceeding to determine a claim for indemnification under these Bylaws may be maintained by the person claiming such indemnification, or by the synod, in the Court of Common Pleas of Lucas County, Ohio. The synod and (by claiming such indemnification) each such person consent to the exercise of jurisdiction over its or his person by Court of Common Pleas in Lucas County, Ohio in any such action, suite or proceeding.

## **ARTICLE XVI**

### **AMENDMENT OF BYLAWS**

- A. The Bylaws may be amended at any stated meeting of the Synod Assembly by a two-thirds vote of the members present and vote, provided written notice was mailed to the commissioners at least four weeks prior to the convening of the Synod Assembly. The notice shall include the exact wording of the proposed amendment.
- B. Replacement of these Bylaws shall be considered to be an amendment and shall be treated as an amendment under the provisions of ARTICLE XVII.A.



**THE MANUAL OF OPERATIONS  
NOVEMBER 8, 2014  
SYNOD MISSION NETWORKS**

Each network will:

1. Have a membership of around 5 members
2. Have at least three assembly members (one to serve as moderator)
3. Committee assembly members and the moderator will be appointed by the Moderator's Committee
4. At least two different ethnicities will be represented on each network
5. Terms are for one year and no member shall serve for more than three consecutive years on a network
6. Networks can create work teams to carry out any task in their area of responsibility
7. Evaluate all ministry areas annually
8. Annually determine network expectations for the coming year
9. Submit an annual budget request to the Budget and Finance Committee

**A. Grants and Scholarships**

1. Areas of Ministry
  - New Covenant Grants
  - Racial Ethnic Grants
  - Racial Ethnic Scholarships
  - Peacemaking Scholarships
  - Other Grants and/or Scholarships not assigned to another committee
2. Responsibilities
  - Administer synod grants to congregations
  - Administer racial ethnic program grants
  - Evaluate congregations or organizations receiving grants periodically
  - Select Scholarship recipients

**B. Peacemaking & Justice Network**

1. Areas of Ministry
  - Women's issues and concerns
  - Racial ethnic issues and concerns
  - Economic justice
  - Health ministries
  - Cabinet on Ethnic Church Affairs (CECA)
  - Peacemaking initiatives within the bounds of the Synod of the Covenant
  - Mission to the USA (MUSA)
  - Mobile Health Fair
2. Responsibilities
  - Build awareness of issues and concerns coming from our congregations and presbyteries
  - Develop, encourage and support efforts that address the ministry areas of this committee
  - Maintain effective communication among all mission areas
  - Share information synod wide with the assistance of the synod staff

- Monitor expenditures and financial status of each ministry
- C. Leadership Network
1. Areas of Ministry
    - Pastoral development opportunities
    - COM/CPM Training
    - New Pastor Support
    - Healthy Congregations
    - Support of Presbytery Staff
    - Presbyterian Church (U.S.A.) – related colleges
    - Ecumenical and Presbyterian campus ministries
    - New campus ministries
    - Multicultural Youth Conference (MCYC)
  2. Responsibilities
    - To assist Pastoral development opportunities
    - To assist presbytery leadership opportunities when asked
    - To promote healthy congregations and presbyteries
    - Relate to campus ministries at colleges and universities in the Synod of the Covenant
    - Support campus ministers through regular contact and annual gatherings
    - Distribute funds equitably among ministries in higher education throughout the synod

#### **SYNOD OPERATIONAL COMMITTEES**

##### A. Moderator’s Committee

1. Membership
  - Synod Moderator and Vice-Moderator, who shall be moderator and vice-moderator of the committee
  - Moderators of the three synod mission networks
  - Moderator of the Budget & Finance Committee
  - Moderator of the Personnel Services Committee
  - Moderator of the Cabinet on Ethnic Church Affairs
  - Moderator of COR and Inclusiveness Committee Moderator
  - Stated Clerk and Synod Executive
2. Responsibilities
  - Guide the synod in its review of the vision and mission directions of its life and work
  - Develop and maintain relationships with the presbyteries and the General Assembly
  - Set assembly meeting dates, times and agendas
  - Nominate to the assembly persons to serve on the Committee on Representation and Inclusiveness and the person to serve as the Moderator of the Committee on Representation and Inclusiveness
  - Appoint commissioners to serve on the mission and operational committees; appoint committee moderators
  - Receive, review, and make recommendations regarding overtures, policy statements or ecclesiastical business
  - Review the synod bylaws regularly, and when changes are to be considered, to act as or appoint a Bylaws Committee
  - Consider other business that may be appropriately referred to it by the Synod Assembly, the Synod Executive or the Synod Stated Clerk
  - Whenever there is a vacancy in an Executive Staff position to hire transitional staff as needed during the time before a new Executive Staff person is called
  - In fulfillment of the synod’s responsibilities assigned by the Book of Order G-3.0110 the Moderator’s Committee is the unit of synod to be consulted by presbyteries desiring to share staff

- Review annually the Mission Committees, the Personnel Services Committee and the Budget and Finance Committee, the Committee on Representation, and the Self-Development of People committee.
- B. Personnel Service
1. Membership
    - Around 5 members
    - At least 3 will be assembly members
  2. Term
    - One year term with no more than 6 consecutive years
  3. Moderator
    - The Moderator will be appointed by the Moderator’s Committee
  4. Responsibilities
    - Evaluate synod officers and executive staff annually
    - Make salary recommendations, including annual changes in salary and benefits for all paid personnel
    - Ongoing review of staffing patterns and work environment
    - Review and update synod personnel policies regularly for recommendation to the Synod Assembly
    - Review, update, and approve regularly position descriptions for other synod staff
    - Assist the synod executive in hiring of other staff members, as requested
    - Consult with the Synod Committee on Representation and Inclusiveness prior to all hiring decisions
- C. Budget & Finance
1. Membership
    - The members of the Synod Board of Trustees shall serve as the Budget & Finance Committee
  2. Term
    - Three-year term in classes, concurrent with service on the Synod Board of Trustees. May serve two consecutive terms
  3. Moderator
    - The president of the Board of Trustees shall serve as the moderator of the Budget & Finance Committee
  4. Responsibilities
    - Monitor synod income and expenses
    - Prepare the annual budget
    - Present per capita and expense recommendations
    - Maintain institutional covenants with other organizations
    - Perform other responsibilities as the Synod Assembly assigns

#### **CABINET ON ETHNIC CHURCH AFFAIRS**

- A. Membership
1. CECA will consist of twelve persons who are recommended by the recognized caucuses of the Cabinet on Ethnic Church Affairs
  2. There shall also be up to four additional at-large members recommended by the Synod Nominating Committee
  3. The names recommended by the recognized caucuses and CECA will be sent to the Synod Nominating Committee through CECA. The Nominating Committee will review the nominations and recommend persons to the Synod Assembly for election to CECA
- B. Term
1. A three-year term for each, with a two-term limit for each
  2. No member may serve more than two terms or six consecutive years
- C. Moderator and Vice-Moderator of CECA
1. Two-year terms for each with no limit to the number of terms
  2. Elected by the membership of CECA
  3. These offices are to be rotated among the various racial ethnic groups, with the moderator and vice-moderator being from different racial ethnic groups whenever possible

D. Responsibilities

1. Urge racial ethnic participation in all aspects of synod life and mission
2. Act as a resource in the development of comprehensive strategies for the life and mission of racial ethnics in the synod
3. Participate in synod planning and provide the necessary input as it concerns racial ethnic groups
4. Work with Multicultural, Racial Ethnic and Justice Committee to develop strategies for synod-wide racial ethnic ministries
5. Develop occasions for synod-wide cross cultural exchange
6. Propose new missions to be funded by the synod or jointly with the presbyteries and/or congregations

Recommend to the Moderator's Committee the name of a person to be elected to the Synod Nominating Committee

**SELF-DEVELOPMENT OF PEOPLE**

A. Membership

1. The Synod Self-Development of People (SDOP) Committee shall consist of nine persons nominated by the Synod Nominating Committee to the Synod Assembly for election
2. Annually the Nominating Committee shall nominate to the Synod Assembly one of the members of the SDOP committee for election as moderator of the committee for a one-year term
3. At least 75 percent of the committee must be members of the PC(USA)
4. A majority of the membership must be racial ethnic minority persons
5. Terms shall be for three years in three classes; no member shall serve more than six consecutive years

B. Responsibilities

1. Interpret the denomination's Self-Development of People program and encourage support of the program within the Synod, guided by the handbook prepared by the General Assembly SDOP committee
2. Review and validate self-development project proposals within the synod
3. Assist communities of need in writing project proposals
4. Report annually to the Synod Assembly
5. Communicate with the General Assembly Self-Development of People committee on matters of the committee certification, training and promotion of the SDOP program

## **SYNOD MODERATOR POSITION DESCRIPTION**

**HOW ELECTED:** Having been nominated elected and served as Vice-Moderators of the Synod, he/she shall, upon the completion of service in that office, advance to the office of Moderator of the Synod under the provisions of the Bylaws Article IVD, D, 1.

**TERM:** One year. Shall serve as Vice-Moderator prior to becoming Moderator. At the conclusion of the annual meeting in the year in which served as vice-moderator the elected vice-moderator becomes moderator and shall be installed.

### **RESPONSIBILITIES:**

1. Shall preside over the Synod Assembly assuring that its worship and work are carried forward.
2. Shall be knowledgeable of the *Book of Order* and the Bylaws of the Synod of the Covenant.
3. Shall work with the Synod Executive and the Stated Clerk to implement the decisions of the Synod Assembly.
4. Shall work with the Executive and/or the Stated Clerk to prepare and to share information with the Assembly in regard to matters which require the approval or disapproval of the Assembly.
5. Shall serve according to the provisions of the Book of Order (G-3.0104).
6. Shall make periodic written contributions to the Synod's Newsletter and Web page.
7. Shall welcome new commissioners and encourage open shared communication.
8. May call a Moderator's Conference on a specific issue or theme if he/she so deems.
9. Synod shall budget an amount to pay expenses of the moderator incurred in the discharge of official duties.
10. Shall serve as Moderator of the Moderator's Committee.

### **MEETINGS:**

- Synod Assembly, 3 times a year
- Any special meeting of the Synod Assembly

## **POSITION DESCRIPTION OF THE VICE-MODERATOR OF THE SYNOD OF THE COVENANT, PRESBYTERIAN CHURCH (U.S.A)**

### **HOW ELECTED:**

Nominated to the Synod Assembly by the Committee on Representation and Inclusiveness in accordance with representation guidelines and under the provisions of the Bylaws, Article IV. D. 2.

### **TERM**

One year.

At the conclusion of the annual meeting at which elected, the vice-moderator shall be installed in that office for a one-year term; shall serve as Moderator the following year.

### **RESPONSIBILITIES**

1. Shall moderate meetings of the Synod Assembly when the moderator is unable to moderate or when requested by the moderator.
2. Shall serve as Moderator of the Synod the year following his/her term as Vice-Moderator of the Synod.
3. Shall be knowledgeable of the *Book of Order* and the Bylaws of the Synod of the Covenant.
4. Shall carry out the role of an active participant in the Synod Assembly, working with the Moderator, seeing that the work of the synod is interpreted clearly.
5. Shall welcome new commissioners and encourage open and shared communications.
6. Shall serve on the Moderator's Committee

### **MEETINGS:**

- Synod Assembly, 3 times a year
- Any special meeting of the Synod Assembly

### **GRANT AND SCHOLARSHIP REQUEST CRITERIA FOR THE SYNOD OF THE COVENANT**

#### **PEACEMAKING Scholarship Network)**

**(Grants and**

Peacemaking funds are available for scholarships to specific events or trainings that would help further the cause of Peacemaking or Justice within the Synod of the Covenant. Recipients will be expected to share their learning for the benefit of organizations within the synod; new mission initiatives developed because of this scholarship or learnings that can be shared. Priority will be given to members of Presbyteries that support the Synod through the Peacemaking Offering. No one should be awarded a scholarship on consecutive years.

Application due date is September 1.

Synod Committee that makes the decision is the Grants and Scholarship Network.

#### **RACIAL ETHNIC PROGRAM GRANT APPLICATION Scholarship Network)**

**(Grants and**

The Racial Ethnic Program Grants are to promote programs with the Racial Ethnic Churches within the Synod of the Covenant. Grants must have the signature of the Executive/General Presbyter or designee or in their absence the Stated Clerk of the Presbytery.

Ordinarily grants will not exceed \$3,000. The priority for a grant is a new mission initiative or outreach to the neighborhood around the congregation. No congregation can receive a grant on consecutive years.

The application will ask for objectives of the project, measurable goals of the project and a focus on who the intended beneficiaries of the project will be. A six month report will be made to the Church Development and Transformation Committee and a detailed final report will be submitted by September 1 of the following year.

Grants will be awarded once a year in the fall.

Application due date is September 1.

Synod Committee that makes the decision is the Grants and Scholarship Network.

**RACIAL ETHNIC SCHOLARSHIP (Grants and Scholarship Network)**

Description is found on the Synod of the Covenant Web site.

Application due date is September 1.

Synod Committee that makes the decision is the Grants and Scholarship Network.

**NEW COVENANT GRANTS (Grants and Scholarship Network)**

Description is found on the Synod of the Covenant Web site.

Application due date is October 1.

Synod Committee that make the decision is the Grants and Scholarship Network.

## **ADMINISTRATIVE REVIEW COMMITTEE**

### **A. Appointment of an Administrative Review Committee**

When the Synod learns at any time of an irregularity or a delinquency by a lower governing body that needs to be reviewed under the provisions of the Book of Order G-3.0108b, or learns of any matters related to a lower governing body that may need to be reviewed under the provisions of the Book of Order G-3.0406, the stated clerk is authorized to convene a Special Administrative Committee consisting of the Synod moderator, chair, the Synod vice-moderator, the moderator of the Personnel Services Committee, the moderator of the Budget and Finance Committee, and the Synod Executive. If any of these persons are from the presbytery that is being considered for review they shall not serve on the Special Administrative Committee. If one or more of the five specified persons cannot serve, the Synod Moderator shall appoint any Synod Mission Committee moderator or moderators to serve on the committee sufficient in number to constitute a committee of five persons. If the Synod moderator cannot serve on the committee the Synod vice-moderator shall chair the committee. The Special Administrative Committee is instructed:

1. to review the information received alleging an irregularity or delinquency by a presbytery.
2. to appoint an Administrative Review Committee consisting of 3-5 persons. No one shall serve on the Administrative Review Committee who is from the presbytery being reviewed, nor from the Special Administrative Committee.
3. to give to the Review Committee the following instructions, and any other instructions that it deems appropriate:

### **B. The Administrative Review and the Review Committee's Report**

The Administrative Review Committee is instructed

1. to conduct a review that is appropriate in light of the information received and under the provisions of the Book of Order G-3.0108b
2. to comply with any other instructions that may be given to it by the Special Administrative Committee.
3. following the review to report in writing to the Synod Stated Clerk, including in the report any recommendations that the Review Committee deems appropriate (Book of Order G-3.0108c).

Following receipt of the written report the Synod Stated Clerk shall:

1. send a copy of the report to the stated clerk of the affected presbytery.
2. send a copy of the report to the person(s) who provided the original information indicating the need for an administrative review.
3. if and when appropriate send a copy of the report of a particular session.
4. present a copy of the report to the Synod Assembly at its next meeting.

The Synod Assembly shall:

1. receive the report from the Synod Stated Clerk.
2. act upon any recommendations that may be included in the report. No recommendations in the report shall be implemented until they have been approved by the Synod Assembly, unless the presbytery voluntarily agrees to implement them.
3. When the proceedings of a lower council are being reviewed by a higher council the members of the higher council who are members of the lower council may participate in the discussion but not vote

Approved by Synod Council February 8, 2007, acting for the Synod Assembly

Amended by Synod Council August 14, 2008, acting for the Synod Assembly

Amended by the Synod Assembly August 13, 2009

Amended by the Synod Assembly August 11, 2011

## **SYNOD OF THE COVENANT**

### **Synod/Presbytery Relationship During Presbytery Executive Leadership Transitions**

#### **Rationale:**

*Whereas* the “Synod is responsible for the life and mission of the church throughout its region and for supporting the ministry and mission of its presbyteries as they seek to support the witness of congregations, to the end that the church throughout its region becomes a community of faith, hope, love, and witness. As it leads and guides the witness of the church throughout its region, it shall keep before it the marks of the Church (F-1.0302), the notes by which Presbyterian and Reformed communities have identified themselves through history (F-1.0303) and the six Great Ends of the Church (F-1.0304).” (G-3.0401),

*Whereas* in G-30401 (c) under “nurture the covenant community of disciples of Christ” words like “leadership development” and “responsible administration”, and “reviewing the work of its presbyteries” are included.

*Whereas* “The synod has responsibility for supporting the work of the presbyteries within its bounds and as such is charged with: a. developing, in conjunction with its presbyteries, joint plans and objectives for the fulfillment of mission, providing encouragement and guidance to its presbyteries and overseeing their work...” (G-3.0403)

On behalf of the synod, the Synod Executive, is mandated by his/her job description to resource presbyteries as soon as the need arises to debrief, consult with, and advise the council or leadership team to discern next steps and plans in an ex-officio capacity. This is similar to the resourcing function of the presbytery’s committee of ministry, or its equivalent, in relation to congregations, but only in an advisory capacity and without the powers to mandate or overrule.

#### **Expectations of Presbyteries and the Role of the Synod Executive:**

The Presbytery council, or its personnel committee, will initiate contact with and invite the Synod Executive as early as possible in advance of any anticipated change in employment of the Executive/General Presbyter/Head. The Synod Executive is expected to resource the presbytery, presbytery council (or its equivalent), and the search committee/team throughout the transition and search process in order to provide leadership and professional expertise. This ordinarily includes debriefing the needs of the Presbytery, discerning with its council future direction, designing a plan for the transition and for the search process. In addition, the Synod Executive will be available to assist with related functions, resource the search committee, participate in interviews, conduct reference and background checks, and help review the work of the mission of the Presbytery, and assist the incoming EP/GP during their transition and duration of the call.

## **ON PERSONNEL ISSUES NOT BEING PUBLIC ISSUES**

1. Personnel issues are not public issues, unless a formal complaint or grievance is filed. Grievances will be processed in accordance with the Personnel Manual.
2. The Personnel Services Committee will discuss any changes I position descriptions with exempt employees, and will solicit their input in a face to face conversation with the committee. The nature of the conversation with the employee is not public, but the Personnel Services Committee will present to the Assembly the issues concerning a position and the Personnel Services Committee Response.
3. When the Personnel Services Committee makes its report to the Synod Assembly the person(s) affected will be excused from the meeting for the duration of the discussion.
4. Personnel issues will be docketed early enough in the meeting that the Assembly will have the time and energy to deal effectively with them.

Synod Assembly Minutes September 21-23, 2005

## **MILEAGE REIMBURSEMENT**

The Synod Assembly the mileage reimbursement rate for volunteers serving the Synod of the Covenant will be increased to \$.30 per mile. 10-4-5-2006

## **WHEN THE SYNOD ASSEMBLY TAKES A POSITION**

If the Synod Assembly votes to take a position on a political social or cultural issue this position will be recorded in the minutes of the Synod Assembly at which the position was taken with the understanding that this action will be considered a position of the particular Synod Assembly, but will not become a policy of the Synod of the Covenant. 10-4-5-2006

October 4-5, 2006

## **ORGANIZATIONS RECEIVING FUNDS AND GRANTS NEED VOUCHERS**

All organizations of the Synod of the covenant that receive funds, grants, or award grants must submit vouchers for their expense and program grants. 10-18-2008

## **CASH FLOW BALANCE**

The Synod shall keep a cash flow reserve equal to 10% of the annual budget. 10-18-2008

## **DISASTER FUNDS**

Synod Disaster Funds can be used for earthquakes, fires, floods, tornadoes or other natural disasters within the bounds of the Synod of the Covenant; monies are to be directed to groups or organizations and not individual people. Requests up to \$2,500 can be approved by the Synod Executive and the

Budget and Finance Committee chair. Larger amounts must be approved by the Budget and Finance Committee. 10-18-2008

## **REVERSION OF FUNDS FOR SYNOD ORGANIZATIONS THAT CEASE TO FUNCTION-**

When any specific program of the Synod of the Covenant ceases to function or exist, any money given to the Synod for that program will revert to the Synod of the covenant General Fund. The criteria to be used to determine if the specific program has ceased to function will be:

1. There are no minutes received, reports given or funds used.
  2. If possible an attempt to contact current leadership has been made.
  3. If possible acknowledgement has been received that the program is no longer operating.
  4. The specific program will be given a two year time frame without functioning before the Budget and Finance Committee will recommend to the Synod Assembly that the assembly declare that the specific program has ceased to function in its relationship to the Synod of the Covenant
- 10-18-2008

## **SIGNITURES FOR PROGRAM GRANTS AND NEW COVENANT GRANTS**

Grant Application Forms for Program Grants for Racial Ethnic Congregations and Synod New Covenant Grants shall include a line for the Executive/General Presbyterian's signature.

## **COMMITTEE OF COUNSEL**

The Moderator of the Synod in consultation with the Stated Clerk and the Synod Executive will appoint a Committee of Counsel whenever such committee is needed to represent the Synod in a Remedial Case as authorized by the Rules of Discipline, D-6.0302a, with the understanding that it would be reported at the next meeting of the Synod Assembly that the Committee of Counsel has been appointed. 1-20-2010

## **COMMUNICATION POLICY**

### **A. USE OF EMAIL AND ELECTERONIC MESSAGING TECHNOLOGY WEBSITE(S)**

The Synod of the Covenant website will provide regular updating of information on its websites;

### **EMAIL ADDRESS LISTS**

The synod will maintain a list of email addresses to reach general or specific segments of the assembly and other interested parties. The synod shall not share any email addresses contained in its distribution list(s). However, material may be submitted to the synod office for distribution consideration.

### **INTERNET ACESSE-BLAST/UPDATE**

1. The synod will publish an electronic news-blast to its Constant Contact subscribers twice a month.
2. The deadline of this E-blast is at the discretion of the editor.
  - a. Preference shall be given to events within the synod and presbyteries of the synod and news, programs and events of general importance to the mission of the synod and /or the denomination.
3. The synods E-blast may not be used for personal purposes, advertising or solicitations, or political statements or purposes. Submissions will be considered at the discretion of the synod staff about inclusion and length of article on either the website and/or the e-bulletin.
4. Imminent timing of an event does not constitute the need for an emergency announcement.

#### INTERNET ACCESS

The following list of activities are specifically prohibited:

1. Transfer of any information that violates copyright laws.
  2. Viewing or copying inappropriate material.
  3. Transfer of offensive, harassing or disruptive messages.
  4. Anything the synod staff finds inappropriate.
- B. Non Electronic Communications

All non electronic communications shall adhere to the above standards.

11-5-2010

#### **EMAIL REPORTS PRIOR TO ASSEMBLY**

All reports need to be emailed out prior to the beginning of the Synod Assembly.

8-8-9-2014

## **GUIDELINES FOR SYNOD COMMISSIONERS AND DESIGNATED MODERATORS**

### **1. Election**

Synod Commissioners are elected for three-year terms, and may be re-elected for a maximum of six years. Each Presbytery shall have three Commissioners with an equal number of Ruling Elders, Teaching Elders and Young Adult Commissioners between the ages of 18 and 25 at the time of their election.

### **2. Designated Moderators**

The moderators of Presbyterian Women, the Synod of the Covenant Asian-American Caucus, the Synod Black Caucus, the Synod Hispanic/Latino Caucus, the Synod Middle Eastern Caucus and the Synod Native American Consulting Committee are named in the Synod Bylaws as Designated Moderators. As such they are members of the Synod Assembly as long as they continue to serve as the moderator of their respective organization.

### **3. Mailings**

- a. A notice, docket, reports, and other papers will be emailed prior to each meeting. Commissioner and Designated Moderators are expected to read these materials prior to attendance at the meeting.
- b. One of the pre-meeting mailings will include a reservation form. This form should be filled out and returned as soon as possible after it is received to signify attendance, and to make reservations for meals and housing.
- c. Persons who have made reservations and then discover that they cannot attend should immediately inform Janet Fehlen at the Synod office by phoning – (800) 848-1030 if in Michigan and Ohio, otherwise (419) 754-4050, emailing – [j.fehlen@synodofthecovenant.org](mailto:j.fehlen@synodofthecovenant.org), or writing – Synod of the Covenant, 1911 Indianwood Circle, Suite B, Maumee, Ohio 43537.

### **4. Meetings**

- a. Commissioners and Designated Moderators are expected to attend all meetings of the Synod Assembly. There are three stated meetings ordinarily lasting two days each. Special meetings will be called as needed.
- b. In addition to making advance reservations, attendees should register at a registration table near the room in which the Synod Assembly will be meeting.
- c. Any papers in addition to those mailed will be available on a table in the registration area.
- d. Commissioners and Designated Moderators should wear the name tag that will be provided at the meeting for identification when voting.

### **5. Housing and Expenses**

- a. At meetings of the Synod Assembly attendees are housed in double rooms, two to a room. Persons preferring a single room must so indicate on their reservation form, and will be responsible for half the cost of the room. If a Commissioner or Designated Moderator needs a

single room for medical reasons, the Synod will pay the full cost of the room. If a Commissioner or Designated Moderator needs the services of an assistant at the Assembly, or a driver to provide transportation to and from the Assembly, the Synod will pay the expenses of that person – the same expenses and on the same basis as for commissioners. The Synod of the Covenant will not cover incidentals charges or other expenses beyond the fee and taxes for the room.

- b. Expense vouchers will be provided at each meeting of the Synod Assembly for Commissioners and Designated Moderators. The Synod will pay the expense for meals in route, and when meals are not provided at the Assembly meeting (or if breakfast is not provided at the hotel used by the Synod) the synod will pay for meals obtained in restaurants. (Meal allowance is: Breakfast - \$12.00, Lunch - \$14.00, Dinner - \$25.00). The Synod does not pay for alcoholic beverages. The Synod will pay mileage at the rate of \$ .30 per mile for driver, and an additional \$ .02 per mile for passengers who are Commissioners or Designated Moderators. Except for mileage, detailed/itemized receipts are required for all expenses. Expense vouchers should be completed while at the Synod Assembly meeting and deposited in the designated area, unless you will be eating a meal while in route home following the meeting. In that case, take your expense voucher with you and complete it and mail it to the synod office soon after returning home.

#### 6. Other Responsibilities

- a. Commissioners will be given the opportunity to serve on Synod Committees.
- b. Commissioners are expected to report to their presbytery following each meeting of the Synod Assembly, keeping the presbytery informed about the actions, programs, mission, and activities of the Synod. Be sure to request of your presbytery an opportunity to report.

#### 7. Resignations

Commissioners who find it necessary to resign before completing their term should notify the Synod Stated Clerk in writing.

Designated Moderators who find it necessary to resign before completing their term, or who find they are no longer eligible to serve as a Designated Moderator at Synod Assembly meetings because their term as moderator of their respective organization has ended, should notify the Synod Stated Clerk in writing.

Notifications should be sent to the Rev. David Bartley, Stated Clerk, the Synod of the Covenant, 1911 Indianwood Circle, Maumee, OH 43537, or by email – [d.bartley@synodofthecovenant.org](mailto:d.bartley@synodofthecovenant.org).

February 17, 2011  
1-15-2015

Last Editorial Revision

## **EXPENSE POLICY OF THE SYNOD OF THE COVENANT**

### **I. Expenses for Commissioners and Designated**

### **Moderators attending meetings of the Synod Assembly**

- a. At meetings of the Synod Assembly attendees are housed in double rooms, two to a room. Persons preferring a single room must so indicate on their reservation form, and will be responsible for half the cost of the room. (See item VI\*\* below.) If a Commissioner or Designated Moderator needs a single room for medical reasons, the Synod will pay the full cost of the room. If a Commissioner or Designated Moderator needs the services of an assistant at the Assembly, or a driver to provide transportation to and from the Assembly, the Synod will pay the expenses of that person – the same expenses and on the same basis as for commissioners. The Synod of the Covenant will not cover incidentals charges or other expenses beyond the fee and taxes for the room.
- b. Expense vouchers will be provided at each meeting of the Synod Assembly for Commissioners and Designated Moderators. The Synod will pay the expense for meals in route, and when meals are not provided at the Assembly meeting (or if breakfast is not provided at the hotel used by the Synod) the synod will pay for meals obtained in restaurants. (Meal allowance is: Breakfast - \$12.00, Lunch - \$14.00, Dinner - \$25.00). The Synod does not pay for alcoholic beverages. The Synod will pay mileage at the rate of \$ .30 per mile for driver, and an additional \$ .02 per mile for passengers who are Commissioners or Designated Moderators. Except for mileage, detailed/itemized receipts are required for all expenses. Expense vouchers should be completed while at the Synod Assembly meeting and deposited in the designated area, unless you will be eating a meal while in route home following the meeting. In that case, take your expense voucher with you and complete it and mail it to the synod office soon after returning home.

### **II. Expenses for members of Committees and Commissions of the Synod, the Cabinet on Ethnic Church Affairs, the Synod Board of Trustees, and Persons authorized by the Synod Assembly or the Moderator's Committee to represent the Synod at a special meeting or event**

Expenses for members of Synod Committees, Commissions, Cabinet on Ethnic Church Affairs, the Board of Trustees, and persons representing the Synod at special meetings or events will be paid on the same basis as in I. a. and b.

### **III. Expenses for representatives to Related Agencies.**

In some cases the expenses of Synod representatives attending meetings of the Synod's related agencies will be paid by the agency. If the expenses are not paid by the agency they will be paid by the Synod on the same basis as expenses are paid for Commissioners and Designated Moderators when those persons are attending meetings of the Synod Assembly.

### **IV. Expenses for Persons accompanying any of the above Persons**

Expenses for spouses or other persons accompanying any of the persons named in items I, II, or III above will not be paid, except in the case where a Commissioner or Designated Moderator attending a meeting of the Synod Assembly needs the services of an assistant or a driver.

### **V. Expenses for telephone calls**

The Synod will reimburse the cost of telephone calls made by any of the persons named in items I, II, or III when expenses are submitted according to policy 1. b.

**VI. Procedure**

Hotel bills for persons staying in Maumee at the hotel designated by the Synod will be direct billed by the hotel to the Synod. All persons wishing reimbursement for any and all other expenses incurred while serving the Synod must submit an itemized expense voucher to the Synod. Itemized receipts must be attached to the voucher.

\*\*If you request a single room at a hotel and you submit an expense voucher for travel and/or meals and or/other expenses, and the vouchered expenses exceed the cost for half a room, the room expense will be deducted from the amount of the vouchered expense you submitted before a check is prepared. If you do not submit a voucher for other expenses you will be billed for half the cost of the room.

**VII. Expense Policy For Speakers**

Whenever the Synod engages the services of an outside speaker for a conference or for a meeting of the Synod Assembly a written contract shall be prepared and signed prior to the event at which the person will be speaking. The contract shall include provisions for an honorarium and/or expenses to be paid, approved by the committee responsible for organizing or hosting the event and shall be signed by the Synod Executive or his/her designee.

8-10-2011

# POLICIES OF THE BOARD OF TRUSTEES

## The Synod of the Covenant

Approved by the Board of Trustees August 16, 2007

Amended by the Board of Trustees August 14, 2008

Amended by the Synod Assembly October 18, 2008

Amended by the Synod Assembly August 11, 2010

Amended by the Synod Assembly November 5, 2010

Amended by the Synod Assembly November 8, 2014

Amended by the Synod Assembly November 7, 2015

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## CODE OF REGULATIONS

### ARTICLE I

#### Meeting of Trustees

- Section 1.** The Board of Trustees shall act only at a meeting thereof. Trustees may participate at such meetings through any communications equipment if all persons participating can hear each other
- Section 2.** Regular meetings of the trustees, including the annual meeting, shall be at a place (within or without the State of Ohio), date and time as may be fixed by the board or by the president as authorized by the board. The annual meeting will be the fall meeting of the Board of Trustees..
- Section 3.** Special meetings of the board may be called by the president of the Trustees or by the Synod Assembly or by any two trustees who deliver a written request to the president of the Board of Trustees for the calling of a special meeting.

### ARTICLE II

#### Notice

Notice of the place, date and time of each meeting of the board shall be given to each trustee not more than sixty (60) days nor less than four (4) days before the date of such meeting. Any notice referred to in this article may be given by any reasonable means and need not specify the purposes of the meeting, except in the case of a special meeting. Notice of any meeting shall be considered given if mailed or otherwise sent or delivered to the trustees at their address specified in the records of the synod. The giving of notice shall be deemed to be waived by any trustee who shall attend and participate in any meeting, other than to protest the lack of proper notice at or prior to such meeting, and may be waived in writing by any trustee either before, at or after such meeting.

### ARTICLE III

#### Attendance

Any member of the board who shall fail to attend three consecutive meetings of the board without proper excuse (and the validity of any excuse offered shall be determined by the board in its sole discretion) shall cause the position to be declared vacant and the resulting vacancy shall be reported to the Synod Nominating Committee for proper action. All members must advise the moderator/staff prior to the meeting date if unable to attend.

### ARTICLE IV

#### Quorum

A majority of the members shall constitute a quorum for the transaction of business at any meeting of the board. Each trustee then in office shall have one vote and the vote of a majority of the trustees present at a meeting at which a quorum is present shall constitute the action of the board.

## ARTICLE V

### Statement of Conflict of Interest

- Section 1.** Before becoming a member of the board each trustee shall certify that he or she has read, understands and agrees to comply with the requirements of the Conflict of Interest Policy, by affixing his or her signature at the place indicated. (See “Statement...Conflict of Interest,” appendix 2)
- Section 2.** Whenever a trustee feels that there is or may be a conflict of interest involving themselves, he or she shall report it to the president, who following the Conflict of Interest Policy shall decide if there is a conflict of interest, and if so, determine a resolution. The trustee shall be notified of the decision in writing.

## ARTICLE VI

### Suspension and Amendment of Code of Regulations

- Section 1.** This Code of Regulations may be suspended by a two-thirds vote of the trustees at any meeting of the board or by the corporation which consists of the Synod Assembly’s elected commissioners and the officers of designated organizations.
- Section 2.** This Code of Regulations may be amended at any meeting of the board by a two-thirds vote or by the corporation, which consists of the Synod Assembly’s elected commissioners and the officers of designated organizations, provided that the notice given to the trustees pursuant to Article II of this Code of Regulations identify that the purpose of that meeting is to propose an amendment to this Code of Regulations.

## ARTICLE VII

### Withdrawal of Monies from the Investment Funds

Any withdrawal of monies from the Investment Funds beyond the approved budget require that the president of the Board of Trustees be notified in writing by synod staff at least 30 days in advance of the need to allow the trustees to consider the request.

## ARTICLE VIII

### **Constitution, Articles of Incorporation and Code of Regulations of the Synod**

Nothing in this Code of Regulations of the Board of Trustees nor any action of the Board of Trustees may violate the mission directions of the corporation which consists of the Synod Assembly's elected commissioners and the officers of designated organizations and the provisions of the Constitution of the Presbyterian Church (USA), the Articles of Incorporation of the synod or the Code of Regulations of the synod.

Any suspension or amendments voted on by trustees must be reported at the next Synod Assembly.

### **Amended and Restated**

## ARTICLES OF INCORPORATION

### **The Synod of the Covenant, Presbyterian Church (U.S.A.)**

FIRST: The name of said Corporation shall be The Synod of the Covenant, Presbyterian Church (U.S.A.) (hereinafter the "Corporation").

SECOND: The place in Ohio where the principal office of the Corporation is to be located is in the City of Maumee, County of Lucas.

THIRD: The purposes for which the Corporation is formed are exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the current Internal Revenue Code as amended (or corresponding provisions of any future United States Internal Revenue law) (the "Code"), including:

- (1) to engage in all of the activities of a regional synod within the structures and meanings of the Presbyterian Church (U.S.A.) as a successor to the former Synods of Michigan and Ohio; its voting members to be those commissioners elected according to the Constitution of the Presbyterian Church (U.S.A.) by those presbyteries of the Presbyterian Church (U.S.A.) whose geographic districts are located primarily within the states of Michigan and Ohio, but also have churches in Indiana, Kentucky, and Wisconsin;
- (2) to engage in all ecclesiastical functions and activities of the Presbyterian Church (U.S.A.) including but not limited to worship services, educational activities and related institutions, health and welfare services, services to the aged, and infirm, printing and publishing materials, all of which activities may be done under such rules, bylaws and regulations as the Corporation may adopt from time to time;
- (3) to buy, sell, lease, hold, mortgage or encumber and otherwise deal in real estate and personal property; and
- (4) to do all things necessary or incidental to carry out the above purposes.

FOURTH: The Corporation is formed exclusively for purposes under which a corporation may be formed under the Ohio Nonprofit Corporation Law and not for pecuniary profit or financial gain. No part of the net

earnings of the Corporation shall inure to the benefit of, or be distributable to, its trustees, officers, other private persons or organizations except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof. The Corporation shall have the power, either directly or indirectly, either alone or in conjunction or in cooperation with others, to do any and all lawful acts and things and to engage in any and all lawful activities which may be necessary, useful, suitable, desirable or proper for the furtherance, accomplishment or attainment of any or all of the purposes for which the Corporation is organized, and to aid or assist other organizations whose activities are such as to further, accomplish, foster or attain any such purposes. No substantial part of the activities of the Corporation shall involve the carrying on of propaganda or otherwise attempting to influence legislation (except to the extent provided in Code Section 501(h)), and the Corporation shall not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax as an organization described in Code Section 501(c)(3) or (b) by a corporation, contributions to which are deductible under Code Sections 170(c), 2055(a) and 2522(a), or (c) by a corporation not a private foundation under Code Section 509(a).

FIFTH: Upon dissolution of the Corporation, the Board of Trustees shall, after paying or making provision for payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively to the existing presbyteries within the last-known boundaries of The Synod of the Covenant, or its successor, with distribution to be made on a per capita basis.

SIXTH: These amended and restated articles supersede the articles of the Corporation existing at the effective date of these amended and restated articles approved by trustees.

3/21/94

## **POSITION DESCRIPTION**

### **RESPONSIBILITIES**

The trustees shall have the following responsibilities:

1. As officers of the Synod Corporation the Trustees shall have the power to receive, hold, encumber, manage, and transfer property, real and personal, for the Synod; to accept and execute deeds of title to such property; to hold and defend title to such property; provided that in buying, selling, and mortgaging real property, the Trustees shall act only after the approval of the Synod Assembly granted in a duly constituted meeting.
2. The Trustees shall be responsible for overseeing and maintaining the lease agreements that exist between the Synod and the owner of the Synod's leased office facilities, and between the Synod and the owner any other property or equipment leased by the Synod. The Trustees shall be responsible for maintenance and replacement of all equipment in the Synod office, and all other equipment owned or leased by the Synod.

3. The Trustees shall hold, manage, reinvest, and keep invested funds belonging to the synod , including funds held in trust.
4. The Trustees shall have the power to execute contracts in the states within the bounds of the synod.
5. The Trustees of the Synod shall submit financial statements and records for the previous year to certified auditors of their choice for a financial review, and the results shall be reported to the Synod Assembly. At one member of the Trustees shall meet with the auditors to receive their report.
6. The Trustees shall review the insurance coverage/policies of the Synod at least annually and report annually to the Synod Assembly the state of Synod's insurance coverage.
7. The Trustees shall review the Policies of the Board of Trustees regularly and make recommendations to the Synod Assembly for changes.

**The Board of Trustees shall report to the Synod Assembly. The structure of the Board of Trustees shall be determined by the Synod Trustees and is subject to change based on the present needs and expectations of the Synod of the Covenant.**

## AUDITS

### **The Board of Trustees shall:**

1. Approve the selection of the auditing firm;
2. Approve the cost of the audit, type and depth, whether certified or non-certified, the time of year the audit takes place, and other important relevant matters;
3. Be represented at any beginning and exit meetings with the auditors, and periodically, the Corporate Work Team will meet with the auditors at the exit meeting;
4. Report the audit findings to the Synod Assembly.

### **The Auditors:**

1. Shall be accountable to the Board of Trustees to whom the audit should be addressed;
2. Shall communicate the findings to the trustees in the form of a written report. The language of the report shall reflect the religious non-profit mission and organizational structure of the synod;
3. Particular attention shall be paid on an ongoing basis to the following: travel expenses of the staff and volunteers of the synod, and validation of the software used by the office;
4. Auditors shall consult with management (synod staff) prior to the exit interview to verify the accuracy of statements they wish to make in the management letter.

### **Synod Staff:**

1. Shall recommend to the trustees a firm to conduct the audit, time performed, cost and other matters;
2. Shall advise the trustees on matters relating to the audit and respond in writing to any recommendations by the auditors to the Board of Trustees before their next scheduled meeting;

3. Shall recommend to the trustees for approval any significant changes to the accounting methods used by the synod. These shall include changes relating to regulations at all levels of government;
4. Shall assist the auditors in any way requested;
5. Shall give a copy of the trustee's action to the auditors by or during the beginning meeting of each annual audit.

## **THE MANAGEMENT OF INVESTMENT FUNDS**

### **A. Introduction**

This paper is adopted by the Board of Trustees as a guide in managing the Investment Funds of the synod. Revisions will need to be made from time as changes in synod goals or economic conditions require.

### **B. Definition of Investment Funds**

The Investment Funds is the monetary sum of assets not used in the day-to-day cash operations of the synod, thus being available for income-producing investment, for necessary reserves, or for other purposes related to the ministry of the synod. In no way shall the Investment Funds, or income received from them, be diverted to uses outside the stated goals of the synod.

Day-to-day cash operations at this time require about \$150,000 for efficient handling of synod business. The funds from which money, not in current use, might be withdrawn for investment purposes held in the Operations Fund.

### **C. The Board of Trustees**

The Board of Trustees shall be responsible to the synod for the management of the Investment Funds.

In an emergency or other unusual circumstance between meetings, the Moderator of the Synod Assembly and the president of the Board of Trustees may be authorized to make exception to these rules and act prudently for the interests of the synod. They shall promptly report such actions to the board.

The trustees are regularly dependent upon synod staff for secretarial, accounting, and other services. Legal agreements, contracts, reports, orders, and other such matters shall be recorded in the minutes of the trustees, and the appropriate papers filed for retrieval and review at any time. However, no staff person, synod agency, or individual member of the board shall have the authority to act upon investment matters without the approval of the Board of Trustees or Synod Assembly.

### **D. Investment Policy and Strategy**

It shall be the responsibility of the Board Trustees to determine effective ways of managing the Investment Funds, and their income, for the purposes of Jesus Christ, as identified in the synod budget and policies of the board.

A wise investment policy should result in reasonable income, sufficient growth, to be a hedge against inflation, liquidity enough to make funds available for unforeseen needs, and moderate security risk. Presently the investment funds of the Synod of the Covenant are, by Synod action, all invested with the New Covenant Funds, except for loan fund money which will be invested in the Presbyterian Church (U.S.A.) Investment and Loan Program, Inc. (PILP). These funds are guided by the social responsibility policies of the Presbyterian Church (U.S.A.).

For the present the Board of Trustees will use the value of five percent of the prior-year ending General Fund Balance as the amount of money to be made available for the operating in the next year.

#### **E. Financial Advisor**

Effective management of the Investment Funds will require the services of a n outside investment advisor(s). Such individuals may be Registered Representatives, registered under Series 65 of the Uniform Securities Act, Registered Investment Advisors, a Trust Department of a national or state chartered bank with Trust powers, or a Trust Company such as our present advisor the New Covenant Trust Company, NA (Subsidiary of the Presbyterian Church (U.S.A.) Foundation.

The financial advisor should report to the board.

#### **F. Evaluation of Investment Performance**

For comparison purposes, reasonable goals for growth and income should be set both for the calendar year and the market cycle of three to five years. The performance of investments should be monitored at least quarterly. Market conditions may require changes, from time to time, probably best made on the basis of total performance, over the longest period.

#### **G. Brokerage**

The broker or brokers of record should be chosen by the Operations Committee of the Board of Trustees.

#### **H. Insurance Coverage**

For the protection of individual trustees, synod officers, and the synod itself, the Board of Trustees shall secure insurance, possibly up to a value of \$3,000,000.

## **SYNOD LOANS**

### **I. THE LOAN PROGRAM**

A. Funds for Synod Loans are held by and accounted for by the Presbyterian Foundation New Covenant Funds. The Synod of the Covenant also invests monies with the Presbyterian Church (U.S.A.) Investment and Loan Program, Inc. (PILP) for the purpose of increasing the capital available for PILP to loan and to make interest rebates available to participating Presbyteries and Congregations. The amount to be invested with New Covenant Funds and PILP will be evaluated annually by the Budget and Finance Committee. The Budget and Finance Committee has responsibility for administration and oversight of the loan program. The funds are managed by the trustees. Loans made from these funds are herein referred to as "Synod Loans." [Note: this preceding PILP section was moved to section A from Section B]

B. A line of Credit of \$50,000 for the Brookwood Community Learning Center in Columbus, Ohio at zero interest has been established.

## Appendix 1

### INVESTMENT FUNDS DEFINED

The Synod of the Covenant has three investment funds: 1) Campus Ministry Funds, 2) Synod Loan Fund, and 3) General Fund.

#### 1) The Campus Ministry Fund

A. The “Campus Ministry Fund — Ohio” represents moneys the synod received when the assets of the Westminster Foundation of Ohio transferred all its assets to the Synod of Ohio with the stipulation that all moneys received would be held in perpetuity for the purpose of continuing support of campus ministry in the State of Ohio on public supported college campuses. The available revenue from this fund is distributed among the seven presbyteries in Ohio, which use it to supplement their own contributions in support of campus ministry.

**Management Objective:** This fund needs to provide at least \$20,000 or five percent of the prior year-end balance, whichever is greater (i.e. 2010 budget based on 2008 ending balance).

B. The “Campus Ministry Fund — the Synod of the Covenant” is made up of monies received by the Synod of the Covenant from the sale of the United Christian Center at the Ohio State University. These funds are board designated “to under gird the work of the church on public supported college campuses in the Synod of the Covenant.

**Management Objective:** This fund is scheduled to provide five percent of the last year ending balance to support the synod’s mission and ministry to public supported college campuses in the Synod of the Covenant (i.e. 2010 budget based on 2008 ending balance).

2) **The Synod Loan Fund** resulted from combining available capital loan funds of the synods of Ohio and Michigan at the creation of the Synod of the Covenant in 1972. Since 2002, synod loan funds were primarily invested in New Covenant Funds at the Presbyterian Foundation. In 2007, the decision was made to invest \$800,000 of existing loan funds in the Presbyterian Church (U.S.A.) Investment and Loan Program, Inc. (PILP). The purpose of this investment was to support the capital loan program of PILP and to help make funds available for presbyteries and congregations within the Synod of the Covenant by enabling potential interest rebates to PILP borrowing presbyteries and congregations. Additional funds are invested in PILP as directed by the synod trustees from existing synod loan funds at the Presbyterian Foundation. In 2014 the Synod of the Covenant acted to maintain Loan Fund investment with PILP and then move the remaining endowment monies to the General Fund Endowment.

**Management Objective:** The management objective will be to help provide monies that PILP can loan and to support interest rebates to presbyteries and congregations with the Synod of the Covenant that borrow money from PILP. The Synod Loan Fund supports the General Fund of the Synod of the Covenant in the following manner:

1. Loan interest collected in the prior year on outstanding synod loans and bank interest earned on those funds in the same accounting period.
2. Interest earned on the PILP Loan Funds in the prior year.

In addition, the following management practices will be followed:

1. In January of each year, loan funds in excess of \$10,000 maintained at Huntington Bank will be transferred to the New Covenant General Fund at the Presbyterian Foundation.
  2. The Board of Trustees Investment Subcommittee will make recommendations to the Board of Trustees as to the allocation of funds within PILP and Huntington Bank.
- 3) **The General Fund** is those moneys intended for general support of the mission and ministry of the synod. Some of the assets were the result of the sale of former synod office buildings on North High Street in Columbus Ohio. In 1996, the Synod Assembly voted to create the Synod of the Covenant Endowment Fund, and placed within it the Synod Loan Fund and the General Fund. In 2014 the Synod Assembly voted to combine the Synod Loan Fund and the General Fund investments held with the New Covenant Funds of the Presbyterian Foundation.

**Management Objective:** The General Fund is scheduled to provide five percent of the last years ending balance to support the synod's mission and ministry (i.e. 2010 budget based on 2008 ending balance).

(Appendix 2)

STATEMENT REGARDING THE AVOIDANCE OF  
POTENTIAL CONFLICT OF INTEREST

Approved April 28-30, 1993

The Synod of the Covenant, Presbyterian Church (U.S.A.) (the "synod") has confidence in the loyalty and integrity of its leadership. It has been the policy and practice of the synod to conduct its business according to the highest ethical and legal standards. The purpose of this policy statement is to provide clear guidance to commissioners, trustees, and officers of the synod with respect to business conduct and conflicts of interest which will enable them to avoid situations or actions that may adversely affect the synod's reputation.

No commissioner, trustee, or officer of the synod shall use his or her position with the synod or knowledge gained from such position in a manner that conflicts with the interest of the synod. Each commissioner, trustee, or officer of the synod should scrupulously avoid any financial or other interests, directly or indirectly, in any transaction between the synod and a third party if such interests would conflict or might reasonably appear to conflict with the interests of the synod or interfere with the proper performance of the duties and responsibilities of such commissioner, trustee, or officer. If the synod is engaged or proposes to engage in a transaction with a third party with whom a commissioner, trustee, or officer of the synod, or a member of his or her immediate family, is affiliated or in which such person has an interest, the commissioner, trustee, or officer should promptly disclose such interest to his or her highest level of supervision. Commissioners, trustees, and officers of the synod are prohibited from engaging in any transaction with the synod without prior disclosure to and approval of the disinterested commissioners of the synod or to the next appropriate level of supervision.

No commissioner, trustee, or officer of the synod should place himself or herself under actual or apparent obligation to a third party which deals or proposes to deal with the synod by accepting, or permitting a member of his or her immediate family to accept, from such third party gifts, benefits, gratuities, or unusual hospitality for the purpose of or which might have the effect of improperly influencing his or her judgment in the performance of synod duties and responsibilities. This policy does not include the receipt of insignificant gains or other benefits, or the value of reasonable and reciprocal entertainment, which is consistent with local, social and business custom.

Each commissioner, trustee, or officer of the synod should avoid holding positions in any other business, professional or religious enterprise, which might materially interfere with the performance of his or her synod duties and responsibilities which may involve obligations which conflict with the interest of the synod.

Finally, no commissioner, trustee, or officer of the synod should place himself or herself under actual or apparent obligation to any other commissioner, trustee or officer of the synod for the purpose of or which might have the affect of improperly influencing his or her judgment, or the judgment of such other commissioner, trustee, or officer, in the performance of synod duties and responsibilities. Again, this policy does not include the receipt of insignificant gifts or other benefits, or the value of reasonable and reciprocal entertainment, which is consistent with local, social and business custom.

The policy set forth herein must be followed by the commissioners, trustees, and officers of the synod without exception. Commissioners, trustees, and officers of the synod should promptly disclose to their highest level of supervision of the synod any circumstance which constitutes or might constitute a violation of these guidelines so that appropriate steps can be taken to determine whether a conflict exists and, if so, how it should be resolved.

The undersigned acknowledges reading and fully understanding this Policy Statement, and hereby certifies that he or she will comply with its guidelines.

---

signature

date

Revised 4/28/00

### Appendix 3

**Board of Trustees  
Synod of the Covenant  
October 20, 2000**

#### Retention Policies for the Synod of the Covenant Trustee Documents

Row No	Description	Suggested Retention Period
1.	Trustee Minutes: (Copied on acid free paper.)	Permanent. Notes 1 &2.
2.	Reports of Committees and staff	3 years
3.	Brokers and Financial Consultants.  1 . Contracts and relevant correspondence relating to the contracts. 2. Broker communications, periodic reports & financial statements.	1 . active plus 15 years  2. 3 years
4.	Annual Financial Report	Permanent. Notes 1&2.
5.	Synod Assembly, significant correspondence to/from Trustees.	10 years
6.	Church and Presbytery Loan documents: (each loan)  1. All records of the loan except a succinct payment history. 2. Succinct payment history. 3. Past records currently on file. Write a succinct payment history.	1. All miscellaneous documents, life of loan plus 5 years. 2. Permanent Note 1. 3. Discard all but the payment history. Retain that as a permanent document.
7.	Trustee agreement forms, correspondence.	Ten years after end of term.
8.	Trustee manual (as copied on acid free paper.)	1. Permanent with Synod clerk. Notes 1&2.
9.	Auditor's  1 . Annual audit reports 2. Contracts	1. Permanent. Synod clerk attaches to assembly minutes. 2. Active plus 15 years.
10.	Other contracts	Active plus 15 years.
11.	Synod Articles of Incorporation	Permanent with Synod clerk

Notes:

1. Use of PCUSA Historical Society facilities recommended, particularly if the Synod is dissolved.
2. Keep in Synod Clerk's secure record location. Out of date copies of manual should be kept separate from those in effect and marked as obsolete and with date of obsolescence

### **AUTHORIZATION FOR THE STATED CLERK TO SIGN TRANSFERS OF TITLE**

The Stated Clerk of the Synod of the Covenant is authorized to sign transfers of title for any Synod of the Covenant property when the sale is authorized by the Synod Assembly, the Synod Corporation, or the Synod Trustees.

11-8-2009

### **AUTHORIZATION FOR NEW COVENANT FUNDS**

The Synod of the Covenant Executive, the Synod of the Covenant Treasurer, and the President of the Synod of the Covenant Board of Trustees have the authority to ask questions of seek account information from, and authorize transactions by New Covenant Funds.



## Personnel Policy Manual

September 17, 2004

Amended by Council – October 27, 2005

Amended by Council – May 18, 2006

Amended by Synod Assembly – October 4, 2006

Amended by Synod Assembly – October 18, 2008

Amended by Synod Assembly – August 13, 2009

Editorial Revisions November 8, 2009

Amended by Synod Assembly August 10, 2011

Amended by Synod Assembly November 3, 2012

Amended by Synod Assembly October 26, 2013

- I. General
  - A. The Synod of the Covenant is a part of the Presbyterian Church (U.S.A.)
  - B. Official Policy
  - C. Basis for These Policies
  - D. Equal Employment Opportunity
  - E. Terms of Employment
  - F. Anti-Harassment Policy
  - G. Categories of Employment and Affiliation
  - H. Personnel Records
- II. Employment Process
  - A. The Position Description
  - B. The Search Process
  - C. Interim Executive Staff
  - D. Executive Staff
  - E. Non-Executive Staff
  - F.
- III. Compensation
  - A. Salary

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I. General

A. The Synod of the Covenant is a part of the Presbyterian Church (U.S.A.)

Its mission and relationship are defined in the Constitution of that Church, its Book of Confessions and the Book of Order.

B. Official Policy

These policies are established to be the official policy of the Synod of the Covenant and to be consistent with all applicable provisions of the Book of Order. They supersede any other policies previously adopted.

The synod, as an employer, is free to amend, modify, and change these policies at any time without prior notification to the employees of the Synod of the Covenant, with such changes being posted on a bulletin board accessible to all staff persons. Moreover, the policies set forth here are not meant to be all-inclusive, but rather to serve as a framework and a guide to employment.

C. Basis for These Policies

These personnel policies are based on commitments made by the synod and its employees:

1. The synod will recognize and affirm the potential of each employee and develop, support, and use their potential whenever possible.
2. Employees will devote their interests and energy to their work and the goals of the Synod of the Covenant.
3. These commitments reflect an open partnership in which objectives are shared and both synod and employee acknowledge their responsibilities to each other.

D. Equal Employment Opportunity.

The Presbyterian Church (U.S.A.) will recruit, hire, call, train, and promote all persons in all job classifications without regard to race, creed, color, national origin, gender, age, marital status, or when physical, mental, or medical disability (including non-sighted) is unrelated to the ability to

engage in job-related activities. Religious affiliation will be considered only when the Synod of the Covenant determines it to be a bona fide occupational qualification.

#### E. Terms of Employment

1. Employees of the Synod of the Covenant, exempt and non-exempt, are employed for an indefinite period of time as at-will employees. Employees are expected to give notice to their supervising executive of any intention to terminate their service. Resignation without notice will affect entitlement to accrued vacation pay. Likewise, the synod may terminate an employee with due notice given (see paragraph VI).
2. An employee of the Synod of the Covenant, exempt or non-exempt, may be offered term employment. In those cases, there must be a specific written and signed contract that sets forth the conditions of employment, the length of employment and a statement that will set forth that the relationship is not that of an at-will employee. The term contract, in those rare instances where there is one, must make clear that it will automatically expire at the end of the term set forth in writing on the face of the contract unless terminated earlier by resignation, retirement, or because of breach of the contract by either party. Preparation and processing of all signed agreements related to term employment are the responsibilities of the synod executive after receiving approval of the Personnel Services Committee. No written contracts of term employment can be made without the approval of the Personnel Services Committee.
3. There are no oral contracts for employment. No synod employee or committee has authority to extend or enter into any oral employment contract for any definite period of time or for any term.

#### F. Anti-Harassment Policy

1. In accordance with the stated policy of the Presbyterian Church (U.S.A.), it is the policy of the Synod of the Covenant to provide a positive, discrimination-free work environment and to prohibit workplace harassment of any employee on the basis of sex, race, age, religion, national origin, or disability, including the status of living with AIDS or being HIV positive. "Harassment" includes any conduct, explicit or otherwise, or comments that involve offensive implications or create a hostile or offensive working environment when the subject of the conduct or comment is an employee's sex, race, age, religion, national origin, citizenship, or disability.
2. Any form of sexual misconduct is unacceptable behavior within the workplace and is subject to appropriate disciplinary action.
3. The scope of this policy is not limited to the physical locations of the synod office and relationships with other staff at that location. It includes contacts anywhere in connection with carrying out synod responsibilities, including relationships with employees, volunteers, and members of any church body or entity. A workplace, for purposes of this policy, is any setting where work of the synod is being carried out, including the synod offices and any location where synod staff, elected officials, and/or volunteers are conducting business or a program of the synod.
4. Any reports of harassment or sexual misconduct should be dealt with according to the Policy Regarding Sexual Misconduct of the Synod of the Covenant, adopted November 3-4, 2011, or its successor policy. The beginning steps found in that policy are stated in Sections V.A. and V.B.

## G. Categories of Employment and Affiliation

1. Exempt Employees — Full Time
  - a. Full-time exempt employees are those to whom the minimum wage and overtime pay requirements of the Federal Fair Labor Standard Act and related state laws do not apply. Full-time exempt employees do not receive any form of overtime pay.
  - b. Full-time exempt employees are expected to manage their schedules in order to have a minimum of one full day off each week.
  - c. The benefits package for full-time exempt employees is defined in the terms of call.
2. Exempt Employees — Part Time
  - a. Part-time exempt employees are those to whom the minimum wage and overtime pay requirements of the Federal Fair Labor Standard Act and related state laws do not apply.
  - b. The benefits package for part-time exempt employees is defined in the terms of call.
3. Full-Time Non-Exempt Employees
  - a. A full-time non-exempt employee is one to whom the minimum wage and overtime pay requirements of the Federal Fair Labor Standard Act and related state laws apply. The normal workweek for non-exempt employees is 35 hours a week, seven hours a day, Monday through Friday.
  - b. Persons employed in non-exempt positions shall be paid overtime wages at one and one-half times their regular rate for hours worked in excess of 40 hours per week. A supervising executive must approve all overtime work in advance.
  - c. Required attendance at meetings for non-exempt staff outside of normal working hours will be considered work time and will be compensated according to the policies in this manual.
  - d. When non-exempt employees work more than the normal 35 hours a week, but less than 40 hours per week, they have the option of receiving the regular hourly rate or compensatory time off at the rate of one hour of compensatory time for each one hour worked.
  - e. Time taken as compensatory time will be scheduled with the employee's supervising executive.
4. Part-Time Non-Exempt Employees  
Part-time non-exempt employees are those employees who routinely work less than 35 hours per week and are hired as part-time. Part-time non-exempt employees are eligible for benefit programs as negotiated in the terms of employment, but are not eligible for pension and/or health insurance.
5. Temporary Personnel  
Temporary personnel are hired to work for a specified period, not to exceed six months. Temporary personnel are not eligible for benefit programs, paid vacation, or other employee benefits.
6. Contract Personnel
  - a. The Synod of the Covenant may contract for services. Contracts will be written in consultation with the synod executive and upon approval of the Personnel Services Committee.
  - b. A contract for services is issued for a specific period of no more than one year, and either party for any reason, with 30 days notice, may terminate it. The contract will state the services to be rendered and the fee.
7. Consultants

Consultants are not employees of the Synod of the Covenant and are not entitled to the employee benefits set forth under this policy.

8. Volunteers

The synod seeks and encourages volunteers to work with the staff to enhance the mission of the synod and provide leadership for new and creative projects. Volunteers are unpaid and are not employees.

9. Interns

There may be instances when there is available within the Synod of the Covenant an internship that provides an opportunity for work experience in a governing body.

H. Personnel Records

1. Accurate personnel records are important. A confidential personnel record is kept for each employee, starting with the employee's job application and continuing throughout the period of the person's employment by the Synod of the Covenant. The records include wage and salary changes, promotions and transfers, attendance and punctuality, education and training, performance reviews, and all other information reflecting the individual's status as an employee. Access to these records is limited to the synod executive, the immediate supervising executive of a given employee, the chairperson of Personnel Services Committee, the synod attorney, and the employee. An employee may give written permission for his or her own records to be given to persons outside the synod office.
2. It is to the employee's benefit to promptly report changes in family status, such as marriage, divorce, births, and deaths to insure eligibility for applicable benefit plans and proper payroll classification. Any changes in home address, telephone numbers, or e-mail address should be reported for synod records to be kept accurate, especially for use in the event of an emergency.
3. Any education or training completed during employment should be reported so that personnel records will reflect accurately employee qualifications and chances for advancement.
4. Employees may review their personnel file upon request to the synod executive(s).

II. Employment Process

A. The Position Description

1. A position description that accurately reflects the job purpose, responsibilities, qualifications, and benefits is written by the Personnel Services Committee.
2. Position Descriptions for Synod officers and the Synod Executive must be approved by the Synod Assembly.
3. All position descriptions include a title, statement of purpose, a description of accountability, responsibilities, minimum requirements, employee benefits, whether the position is exempt or non-exempt, whether it is a full-time, part-time, temporary, volunteer, or intern position.
4. An appropriate contract will be developed for persons who are contractors or consultants.

B. The Search Process

1. If the position is advertised, it shall state that the Synod of the Covenant is an Equal Employment Opportunity employer.

2. The Equal Employment Opportunity policy of the Synod shall be followed in consideration of applicants for interviews and employment.
3. No preference in hiring shall be given to direct relatives or members of the same household of current employees.
4. Employees are asked not to seek jobs for their relatives or attempt to influence, either directly or indirectly, the employment of their relatives.
5. No individual may be assigned to a position where a direct relative or member of the same household is in a position to influence the employee's salary, promotion, or other aspects of personnel practice.
6. References given by a person seeking employment shall be kept for six months from the date of employment in order to comply with legal requirements for equal employment opportunity; such papers should be destroyed thereafter.
7. All interview questions shall be job-related.

#### C. Interim Executive Staff

When there is a vacancy in an Executive Staff position the Moderator's

Committee is authorized by the Synod Bylaws to hire interim staff as needed during the time before a new Executive Staff person is called.

#### D. Executive Staff

1. The Synod Assembly shall elect persons to serve as Executive Staff.
2. When there is a vacancy in an Executive Staff position the Synod

Nominating Committee shall request up to three names from each of the

11 presbyteries and nominate one person from each presbytery to be elected to serve on a Synod Executive Search Committee. The nominees shall include clergy and non-clergy, men and women, racial ethnic persons and a presbytery executive.

3. When the Synod Executive Search Committee has chosen a candidate for the Executive Staff Position it shall nominate its candidate to the Synod Assembly.

#### E. Non-Executive Staff

1. Non-Executive Staff will be hired by the Synod Executive in consultation with and with the assistance of the Personnel Services Committee.
2. Non- Executive Staff may be full-time, part-time, temporary personnel, or contract personnel.

### III. Compensation

#### A. Salary

1. Salary Principles
  - a. The Synod of the Covenant is committed to salary administration principles that provide the following: fair pay for the work performed, incentives for personal achievement and growth,

equity of payment for positions of relative value, and flexibility to meet changes in the organization, position responsibilities, or personnel over a period of time, within the constraints of the synod budget.

- b. Initial placement within a salary range should reflect the qualifications and experience of the appointee relative to the position requirements.
- 
2. Salary Policies
    - a. Salaries for exempt positions will be determined by Synod Assembly action within ranges recommended by the Personnel Services Committee.
    - b. Salaries for non-exempt positions will be within ranges approved by the synod executive in consultation with the Personnel Services Committee. Consideration will be given to qualifications, position responsibilities, and experience, within constraints the synod budget.
  
  3. Adjustment of Salary Ranges and Schedules
    - a. Salary ranges for exempt staff will be reviewed at least once a year by the Personnel Services Committee with reference to cost of living changes, salary information supplied by the Board of Pensions, salaries in other synods and non-profit organizations in the city where the employee works and nearby metropolitan areas, and the financial constraints and obligations of the synod.
    - b. Salary ranges for non-exempt staff will be reviewed at least once a year by the synod executive and the Personnel Services Committee with reference to cost of living changes, similar positions in the city in which the employee works, and the financial constraints and obligations of the synod.
  
  4. Individual Salary Review and Increments
    - a. Within the limits of its budget, the synod shall attempt to adjust salaries and/or benefits annually in recognition of changes in the cost of living. Such adjustments, if any, will become effective for all employees at the same time.
    - b. All salaries will be reviewed at least annually. With exempt persons, such review shall include a personal interview with each person.
    - c. Salary adjustments, if any, for exempt staff will be made by the Synod Assembly on recommendation by the Personnel Services Committee, within policies of the Personnel Services Committee, based upon such factors as cost of living, adjustment of schedules, the financial constraints and obligations of the synod, changes in duties and responsibilities, and the annual performance review.
    - d. Salary adjustments, if any, for non-exempt staff will be determined by the synod executive(s), based upon such factors as established salary ranges, cost of living, changes in duties and responsibilities, the financial constraints and obligations of the synod, and merit.
    - e. An increase may be given when an individual has improved his/her performance or has consistently maintained an outstanding level of performance.
    - f. Long service alone is not considered a valid reason for an increase. If performance is normally good, an employee can reach for the mid-point of his/her salary range. Higher levels of salary ranges are reserved for those who performance is outstanding.

- g. An interim evaluation and accompanying salary may be made on the basis of any changes in duties or responsibilities.
- h. It may be that an employee reaches the top of what he or she can be paid by the synod, and the employee may not receive a raise despite a fine performance.

5. Availability of Salary Information

All employees are entitled to information regarding salary ranges within which their positions fall. Each year, the Synod of the Covenant shall report to the General Assembly the salaries of all exempt positions in the synod; this information becomes part of the annual published statistics of the General Assembly.

6. Manse Allowance

- a. An Internal Revenue Code provision allows a minister to exclude from gross income any rental allowance paid as part of his/her compensation to the extent that he/she used it for renting or providing a home.
- b. If the amount that is designated for manse allowance is not fully used, it is the recipient's responsibility to report the balance to the Internal Revenue Service as taxable income.

B. Benefits

1. Social Security

- a. The Federal Old Age and Survivors Benefits Act (Social Security) covers all employees. For non-clergy employees, the employee's share of the tax is withheld from wages.
- b. For clergy employees the synod makes a contribution of ½ of the employees' share of Social Security to the employee.

2. Insurance

The synod currently makes available to each full-time employee, exempt or non-exempt, the following insurance coverage:

- a. Travel/accident insurance for employees who are traveling on approved synod business.
- b. Medical insurance through the Board of Pensions of the Presbyterian Church (U.S.A.) for all full-time exempt and full-time non-exempt employees. The Synod will pay qualified medical expenses as defined in IRS Publication 502 according to the following schedule:
  - i. Full Time Employees - \$1200.00 per calendar year
  - ii. Part Time Employees - \$ 600.00 per calendar year.
  - iii. Quarter Time Employees - \$ 300.00 per calendar year.
  - iv. Eighth Time Employees - \$150 per calendar year

This policy, like all personnel policies, is subject to change by the Synod.

- c. For post-retirement full-time employees, reimbursement will be made to the employee for the cost of monthly Medicare insurance premiums and Board of Pensions retirement medical insurance premiums.
- d. Death benefits through the Board of Pensions of the Presbyterian Church (U.S.A.) for full-time exempt and full-time non-exempt employees.

3. Pension

A pension plan is provided through the Board of Pensions of the Presbyterian Church (U.S.A.) for all qualified full-time exempt employees and full-time non-exempt employees. *The Pension Plan, through the Board of Pensions of the Presbyterian Church (U.S.A.), governs all eligibility and benefits rights, and nothing contained in these policies changes any terms or conditions of the Pension Plan.*

4. Sick Leave

- a. Full-time non-exempt employees are allowed 10 working days of sick leave in each calendar year; unused days may be accumulated up to 120 work days. Sick leave entitlement during the first year of employment will be prorated according to length of employment. Full-time exempt employees will follow the same formula, except that they are granted 120 days of sick leave at the beginning of employment. The maximum accumulation of 120 working days of sick leave applies to all employees.
- b. Sick days may be used for personal illness or injury or for illness or injury in the immediate family. At the time of termination of employment, either voluntary or involuntary, an employee shall have no claim for pay in lieu of unused sick leave.
- c. For illness in excess of three days, all employees are required to submit a doctor's certificate indicating the nature of the illness. When medical leave is anticipated, advance approval from the executive should be secured.
- d. When an employee requests sick leave, accumulated sick days shall be used during the absence, with the individual receiving compensation accordingly. If sick leave exceeds accumulated sick days, an individual may request use of any accumulated vacation days.

5. Vacation

- a. The number of vacation days for any employee depends upon the length of continuous service, beginning on the Anniversary Date of hiring.
- b. Full-time non-exempt employees are eligible for annual paid vacation according to the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
Less than 6 months	0 days
6 months to 12 months	5 days
1 year and less than 5 years	10 days
Over 5 years and less than 10 years	15 days
Over 10 years	20 days

- c. Vacation days are not cumulative and must be used within the calendar year, except when special provision has been made in writing by the synod Personnel Services Committee chairperson or the synod executive.
- d. Persons leaving the synod's employ during any calendar year shall be entitled to vacation days or terminal vacation pay prorated according to the fraction of the year served if, and only if, adequate notice is given in the event of a voluntary resignation as set forth in section III.3. of these policies. Any vacation taken but not yet earned by the termination date shall be deducted from the final check.

- e. Vacation days available to exempt staff shall be set forth as a part of his or her Terms of Call and shall normally be one month with full pay. In the first year of employment, vacation time shall be prorated according to the length of employment in that initial year. Accrued vacation for exempt staff shall ordinarily be taken within the calendar year in which it is earned. Upon termination of or separation from employment payment for unused vacation or a deduction for excessive vacation taken shall be calculated according to the elapsed fraction of that calendar year.
6. Holidays Observed
- a. The following holidays shall ordinarily be observed unless established otherwise in advance of the year in question:
    - New Year's Day
    - Martin Luther King Day
    - Good Friday
    - Memorial Day
    - Independence Day
    - Labor Day
    - Thanksgiving Day
    - Friday after Thanksgiving Day
    - Christmas Day
  - b. The office will be closed from noon on Christmas Eve when Christmas falls on Tuesday through Friday. When a holiday falls on Sunday, it shall be observed the following Monday. Holidays falling on Saturday will be observed in accordance with the area practice of United States government institutions.
  - c. If a holiday falls during an employee's vacation, he or she will receive another day of vacation.
7. Personal Days
- a. After one year of employment, a non-exempt employee is allowed two personal days with pay each year. These days are to be taken at the employee's discretion during the calendar year in which they are earned, with notice for adjustment of office responsibilities. This leave does not accrue from year to year, and unused personal leave shall be forfeited upon termination of employment.
  - b. Personal family emergencies will be approved on a case-by-case basis; non-exempt staff in consultation with executive staff, and executive staff in consultation with the Personnel Services Committee.
8. Leave of Absence
- Each employee is eligible to request a personal leave of absence without pay after having completed one year of continuous service. Personal leaves of absence shall be applied for and granted only in writing by the synod executive with the concurrence of the Personnel Services Committee and are not to exceed 90 days. Without compliance with this provision, no one will be determined to be on leave of absence.
9. Sabbatical
- A sabbatical leave of four consecutive weeks with pay is available to exempt staff during every seventh year of service to the synod. Sabbatical leave is offered in addition to vacation and annual study leave. Unused sabbatical leave is forfeited upon termination of employment.
10. Maternity/Paternity Leave

- a. All employees are eligible for a six-week leave of absence with pay for the birth or adoption of a child.
  - b. Should additional time off be necessary, the number of weeks will be negotiated with the supervisor and/or the Personnel Services Committee, with a maximum of an additional six week leave, which would be with half the regular salary/income for that period.
11. Study Leave, Training, Career Development and Continuing Education
- a. Training is the development of particular skills through classes, seminars, conferences, and other experiences directly related to a person's position description. Training is ordinarily taken during work time.
  - b. Career development is an educational program that leads to a degree or certification that is normally pursued on personal time.
  - c. Continuing education is a program of study that helps to develop a staff member's knowledge or skills.
  - d. Exempt staff members are entitled to take up to two weeks, or 10 working days, of annual study leave with pay and reimbursement of expenses for training, career development, or continuing education, except that this study leave may be specifically limited by the Terms of Call. Specific information relating to study leave may be obtained from the synod executive or the chairperson of the Personnel Services Committee.
  - e. Unused funds and time defined in the Terms of Call will be carried over to the next year for a maximum of three years. Accrued study leave time and funds shall be forfeited upon termination of employment.
  - f. Funds are available annually to full-time non-exempt staff members for training or career development.
  - g. All staff members are encouraged to take advantage of opportunities for training and education each year. Study leave of full-time non-exempt employees is to be coordinated with their supervising executive. Study leave for exempt employees should be approved by the Personnel Services Committee.
12. Bereavement Leave
- In the event of death in the immediate family (wife, husband, child, brother, sister, parents, in-laws, or grandparents), three consecutive days will be given with pay. If extended travel is required, an additional two days of paid leave are available.
13. Jury Duty
- a. To enable performance of civic duty in serving on juries without monetary loss to the employee, the synod will pay the difference between the regular rate of pay and jury pay for each day served. The supervising executive should be notified as far as possible in advance of the start of jury duty. The synod executive will need the court's jury pay statement to calculate the pay.
  - b. Summons from a court to appear as a witness or party will not be considered jury duty, but time off will be considered as normal work.
  - c. If an employee has been summoned to jury duty and is not required to report for jury duty on any given day or not required to remain at the court house for a complete business day, he or she is expected to return to work.
14. Workers' Compensation Insurance

The Synod of the Covenant pays for workers' compensation insurance under the provisions of the workers' compensation laws of the State of Ohio.

C. Travel

All employees are to be reimbursed for budgeted travel under the accountable reimbursement plan as defined by the IRS.

IV. Expectations and Evaluations

A. Office Hours

The office hours for non-exempt staff are Monday through Thursday from 8:30 a.m. to 5:00 p.m. and on Friday from 8:30 a.m. to 12:00 noon. A person will be available to answer the telephone during these hours.

B. Performance Evaluation

1. The performance of all employees will be evaluated before the end of their first 90 days of employment, and afterwards an annual performance review and evaluation will be conducted for exempt and non-exempt staff. Evaluations are to be conducted honestly and fairly, documented, and placed in the employee's file.
2. Non-exempt staff members will be evaluated by the synod executive.
3. Exempt staff members will be evaluated by the Personnel Services Committee.
4. A comprehensive review and evaluation of exempt staff will be conducted by the Personnel Services Committee at least every five years.

V. Grievance and/or Misconduct

A. When Problems Arise

1. When differences occur, it is in the best interest of all concerned that they be resolved as quickly as possible. If an employee has a problem or complaint, he or she should follow the procedure below.
  - a. The employee shall discuss the problem or complaint with his or her supervising executive.
  - b. If the problem is not resolved to the employee's satisfaction, he or she, in consultation with the executive(s), will address the issue in writing to the moderator of the Personnel Services Committee.
2. If the above steps are followed, employees will not be criticized or penalized in any way.

B. Sexual Harassment or Misconduct.

1. Any person who alleges to have been a victim of sexual misconduct or believes in good faith that there has been a violation of this policy (See Addendum, Policy Regarding Sexual Misconduct) will report the violation to Synod Stated Clerk or the Synod Executive. The accuser may be a person other than the alleged victim.
2. The person who first receives the allegation from the accuser, whether verbally or in writing, shall report it in writing by the second working day to the Stated Clerk or the Synod Executive. The clerk or the executive shall refer the report immediately to the Personnel Services Committee moderator. Should the accused be a person in any of the positions listed above, other steps, as appropriate, may be taken.
3. A signed written statement by the alleged victim (or surrogate, if appropriate) shall be obtained as soon as possible. Provision shall be made for support and guidance, without pressure, to enable an accuser/victim to pursue charges.

4. In a case of alleged child sexual abuse, the person receiving the initial report is considered a mandated reporter and shall report the incident to civil or criminal authorities if required by local or state law.
5. The synod shall take no adverse action against any employee who in good faith lodges an allegation of sexual misconduct, and the synod shall firmly discourage any reprisal by the executive or other employees. Should the charges be proven to be frivolous or malicious, the person bringing the charges will be disciplined.
6. Should it be necessary, the appropriate ecclesiastical and civil authorities will be notified.

#### C. Harassment in Violation of Equal Employment Opportunity

1. Any person who alleges to have been a victim of discrimination or harassment in violation of the synod's commitment to Equal Employment Opportunity or who believes in good faith that there has been a violation of this policy will report the violation to one of the following within the Synod of the Covenant: the Stated Clerk, the Synod Executive, the Personnel Services Committee moderator, the Committee on Representation and Inclusiveness moderator or the Cabinet on Ethnic Church Affairs moderator. The accuser may be a person other than the alleged victim.
2. The person who first receives an allegation whether verbally or in writing from the accuser shall report it in writing by the second working day to the Stated Clerk or the Synod Executive. The clerk or the Synod Executive shall refer the report immediately to the Personnel Services Committee Moderator.
3. A signed written statement by the alleged victim shall be obtained as soon as possible. Provision shall be made for support and guidance, without pressure, to enable an accuser/victim to pursue charges.
4. The synod shall take no adverse action against any employee who in good faith lodges an allegation of violation of its EEO commitment, and the synod shall firmly discourage any reprisal by the executive or other employees. Should the charges be proven to be frivolous or malicious, the person bringing the charges will be disciplined.
5. The steps to be followed when investigating and responding to an allegation of a violation of the synod's commitment to Equal Employment Opportunities will be defined by the Personnel Services Committee.

#### VI. Ending Employment – Executive Staff

##### A. Voluntary Resignation

Executive Staff members may always resign voluntarily. If there is a voluntary resignation the Personnel Services Committee shall recommend to the Synod Assembly whether there should be “terms of dissolution of the relationship” and if so, what those terms should be.

##### B. When there is no voluntary resignation.

Except for voluntary resignation, employment of Executive Staff is ended only by a majority vote of the Synod Assembly on recommendation of the Personnel Services Committee, or a special committee or commission of the synod. When the committee or commission has decided to prepare a recommendation to terminate, it shall notify the person in writing, stating the reasons for proposing to terminate, and offering the staff member an opportunity to resign or to request a hearing before the committee or commission before the recommendations are adopted and reported to the Synod Assembly for action. The hearing shall be one in which the staff person may appear personally with counsel (D-7.0301, D-11.0301) to respond to the findings of the committee or commission and present reasons and evidence why the relationship should not be

terminated. The hearing shall afford safeguards as in (D-14.0000). A record shall be made of the hearing, which shall become a part of the record filed under D-6.0304 in the event of a judicial complaint following the final action of the council.

## VII. Ending Employment

### A. Voluntary Resignation

Staff members choosing to resign are asked to give the Synod of the Covenant as much notice as possible so their succession may be arranged. Accrued, unused vacation pay is forfeited by an exempt employee unless he or she gives at least one month's written notice of resignation. Accrued, unused vacation pay is forfeited by a non-exempt employee unless two weeks written notice of resignation is given.

### B. Reduction of Staff

1. There are special provisions for employees involved with a reduction of staff. Since the Synod of the Covenant is exempt from the state unemployment compensation system, synod employees are not eligible for unemployment compensation benefits.
2. When a reduction in force or the termination of staff for reasons unrelated to the performance or conduct of the employee occurs, the synod executive and the Personnel Services Committee will attempt to make that reduction in a way least disruptive to the work of the synod and to the lives of its employees. Where possible, reduction in staff will be done through attrition, retirements, restructuring, and through volunteers for separation.
3. Where, in the sole consideration of the synod executive and/or the Personnel Services Committee, it is determined that a non-exempt employee who has worked for the synod for at least one year in a position for which the person consistently was scheduled to work for a minimum of 35 hours per week must be terminated due to the discontinuation of a project, retrenchment in the budget, or for other circumstances that are no fault of the employee, that non-exempt employee will be entitled to three months written notice and severance allowance determined by the number of years of service as follows:
  - a. Notice
    - 1) A three-month written notice will be given to any exempt or non-exempt employee who has worked for at least 35 hours per week for one year if that employee is to be terminated for a reason that is not his or her fault. If during the three-month period, the employee secures employment elsewhere, the obligations of the synod, including salary and benefits, with regard to the remainder of the notice period are forfeited; the obligations of the synod with regard to the severance allowance continue in force.
    - 2) Employees who have worked for the synod for less than one year or are regularly scheduled to work for fewer than 35 hours per week are not entitled to any notice as set forth herein.

#### b. Severance Allowance

In addition to the period of notice, if applicable, a severance allowance will be given to exempt or non-exempt employees who are terminated for reasons unrelated to the performance or conduct of the employee as follows:

Years of Service	Severance Allowance
Less than 6 months	2 weeks
More than 6 months but	

less than 1 years	3 weeks
1- 4 years year	3 weeks plus one week for each
5 years and more	16 weeks plus 1 week for each year over 5 years with maximum of 30 weeks

- c. Absolutely no severance allowance shall exceed the limits listed above.
- d. Payment of severance allowance may be done in either of two ways as determined solely by the synod Personnel Services Committee:
  - 1) Lump sum payment — the total amount of the salary due as severance will be paid in not more than two payments. The payment or payments shall be completed within six months of the employee's last day of work. Pension and other benefit payments will not continue if the severance allowance is made in one or two lump sum payments.
  - 2) Continued salary — the employee's salary will be continued on the regular schedule through the severance period. The synod will continue to pay its share of the employee's pension and other benefits during the severance period if payment of severance is on the basis of continued salary.
  - 3) No additional vacation entitlement will accrue during the severance period.

C. Discharge / Dismissal

Discharge of an employee is always considered to be an action of last resort, taken after remedial measures have been proven ineffective or when the employee's conduct is such as to preclude further employment. The reasons for dismissal shall include, but shall not be limited to: a) unsatisfactory performance; b) insubordination; c) neglect in the care and use of the Synod of the Covenant's property and funds; d) sexual misconduct as defined herein; e) absenteeism or tardiness exceeding five percent in any 90-day period; f) illegal, dishonest, or unethical conduct; g) falsification of synod records of any type; h) theft or willful damage of another employee's or synod property; i) use of abusive or threatening language to fellow employees; j) bringing or consuming alcoholic beverages or illegal drugs on the synod premises; k) reporting to work while under the influence of alcohol, controlled substances, or illegal drugs; l) carrying or keeping weapons on the synod premises; m) obtaining synod property by misrepresentation; n) interfering with the harmonious work of fellow employees; o) releasing confidential information; p) conduct and/or behavior that reflects unfavorably on the Synod of the Covenant or other employees. When an employee is dismissed, written documentation is preferred but not mandated if immediate dismissal is considered to be necessary for the safety of people or property.

1. Discharge / Dismissal: Exempt Staff

- a. All conditions for termination shall be compatible with the provisions of the Form of Government and the Rules of Discipline of the Presbyterian Church (U.S.A.).
- b. The basis regarding exempt staff termination shall be put in writing by the synod executive with copies to the Personnel Services Committee and the moderator of the Synod Assembly.
- c. Immediate discharge / dismissal may be made by the synod executive at his or her sole discretion. Ordinarily, such discharge will be made after consultation with the chairperson of the Personnel Services Committee. The employee's last day, for purpose of the accrual of

benefits, shall be the day on which he or she is told in writing by the synod executive that he or she is dismissed. However, the termination process shall not be complete until the staff person has an opportunity to be heard by the Synod Assembly and when the assembly has approved and adopted the synod executive's decision.

- d. Discharge / dismissal may be immediate. No severance pay will be allowed, but the exempt staff person may receive the cash equivalent of his or her accrued, unused vacation pay as provided herein.
2. Discharge / Dismissal: Non-exempt Staff  
Discharge may be immediate. No severance pay will be allowed, but the non-exempt staff person may receive the cash equivalent of his or her accrued, unused vacation pay as provided herein.

#### D. Probation or Suspension

Situations may arise in which probation or suspension of an employee is more appropriate than immediate discharge. Such a decision may be recommended by the employee's supervising executive or the Personnel Services Committee.

1. Exempt Staff
  - a. If the synod executive feels that an exempt employee should be put on probation or suspension, the synod executive must first discuss the situation with the moderator of the Personnel Services Committee. Thereafter, the synod executive shall prepare an evaluation form or memorandum in which the reasons for the action are set forth. The probation or suspension becomes effective when the employee receives an evaluation memorandum from the synod executive(s) stating the reasons for the probation or suspension.
  - b. At the end of the designated period, another review shall be made of the employee's performance. If the evaluation is satisfactory, the employee will be released from probation or suspension. If the evaluation is unsatisfactory, the employee will be asked to resign or will be discharged /dismissed. In exceptional circumstances, an extension of the probation or suspension may occur but under no circumstances may the extension of probation exceed more than six months or the extension of suspension exceed more than two weeks.
2. Non-Exempt Staff
  - a. If the synod executive(s) believes that there is reason to place a non-exempt employee on probation or suspension, a written evaluation form or memorandum shall be prepared in which the reason for the action is defined. The probation or suspension becomes effective when the employee receives the evaluation memorandum from the Synod Executive stating the reasons for the probation or suspension. The memorandum shall inform the employee of the reasons for the probation or suspension, the duration of the probation or suspension and the effective date.
  - b. At the end of the designated period, another review shall be made of the employee's performance. If the evaluation is satisfactory, the employee will be released from probation or suspension. If the evaluation is unsatisfactory, the employee will be asked to resign or will be involuntarily terminated. In exceptional circumstances, an extension of the probation or suspension may occur but under no circumstances may the extension of probation exceed more than six months or the extension of suspension exceed more than two weeks.

Amended by Council – October 27, 2005

Amended by Council – May 18, 2006

Amended by Synod Assembly – October 4, 2006  
Amended by Synod Assembly – October 18, 2008  
Amended by Synod Assembly – August 13, 2009



Presbyterian Church (U.S.A.)

Title: **Synod Executive** Reports to: Synod Personnel Services Committee and the Synod Assembly

√ Exempt      √ Full-time

### **Purpose of Position**

To: provide executive leadership in the newly reorganized Synod of the Covenant; enable development of a regional community of worship, nurture, fellowship and service; and work in partnership with the synod and presbytery leaders to develop and strengthen congregations while continuing to respond to the unique mission opportunities in the region

### **Responsibilities**

1. Assist in the overall life and work of the Synod, in its visioning, planning, communicating, leadership development, and implementing processes, that the Synod may reflect theologically and fulfill its mission and ecclesiastical commitments
2. Foster a network of relationships among presbyteries.
3. Assist presbyteries in their ministries, particularly in support of racial ethnic church development, congregational transformation, and new church development.
4. Connect with the eleven presbyteries, synod committees, and other leaders across the synod, to search out where passions lie in relation to the synod's mission and programs
5. Be a staff resource to the Synod Assembly
6. Be a catalyst for leadership and committee development and discernment regarding the needs, issues and passions of the synod and presbyteries
7. Assist the Synod Assembly in taking the necessary steps to move the synod into its new vision.
8. Collegially work with the Stated Clerk and supervise and guide the synod staff in being helpful resources for the various synod entities

9. Represent the synod at the General Assembly, in the synod's presbyteries, and when meeting with ecumenical agencies by interpreting the mission of the whole church and providing effective sharing of information that promotes understanding and unity within diverse communities.
10. Assist the presbyteries in the executive search process, performance review process, and other personnel matters
11. Perform other duties as directed by the Synod Assembly

#### **Skills and capabilities**

1. Demonstrated competence in maintaining a partnership.
2. The ability to articulate a vision and lead others toward the development of a shared vision.
3. A passion for the mission initiatives of the Synod of the Covenant, its presbyteries and the Presbyterian Church (U.S.A.)
4. An ability to work collegially and form networks with diverse individuals and groups.
5. Possesses a working knowledge of organizational/family systems theory and its application and use in the church.
6. Be a Ruling Elder or Teaching Elder in good standing in the Presbyterian Church (U.S.A.)

#### **Evaluation and review**

There will be an annual review and evaluation in accordance with the personnel policies of the Synod

Approved by the Synod Assembly 11/9/08; Amended by Synod Assembly 8/10/11 and 11/8/14

Position Description  
Synod of the Covenant  
Presbyterian Church (U.S.A.)

1911 Indian Wood Circle

Maumee, OH 43537

419/754-4050

[www.synodofthecovenant.org](http://www.synodofthecovenant.org)

Title: Stated Clerk

Reports to: Synod Assembly

This is a quarter-time exempt position approved by the Personnel Services Committee and the Synod Assembly.

**Purpose of the Position**

The Stated Clerk is the Ecclesiastical Officer of the Synod and shall provide all services required by the *Book of Order* of the Presbyterian Church (U.S.A.) and assigned by the Synod of the Covenant.

**Essential Functions and Responsibilities  
For the Synod**

1. Record the transactions of the governing body, keep its rolls of membership and attendance, preserve its records and furnish extracts from them when required by another governing body of the church. Such extracts, verified by the clerk, shall be evidence in any governing body of the church (G-3.0104; G-3.0107)
2. Give official notice of the time and date for meetings of the Synod Assembly.
3. In consultation with the Synod Executive and Moderators Committee prepare a docket for the Synod Assembly
4. Distribute the minutes of Moderators Committee and Synod Assembly meetings.
5. Present minutes of the Synod Assembly meetings to the General Assembly annually for review, along with the reports required by G-3.0406.
6. In cooperation with presbytery stated clerks, arrange for the annual review of presbytery minutes Report annually to synod and presbyteries the approval of or exception to the minutes of member presbyteries.
7. If needed, arrange to hire an individual to prepare the Minutes Book (which includes much information in addition to Assembly Minutes) for submission to the General Assembly.
8. In accordance with the Synod Bylaws, which determine the number of Commissioners and Youth Advisory Delegates that each presbytery may send to Synod Assembly, notify presbyteries of enrollment eligibility and attendance for Commissioners and Youth Advisory Delegates at meetings of the Synod Assembly

9. Annually notify Presbytery Stated Clerks of their per capita apportionment due the Synod
10. Staff Synod Nominating Committee

#### **For the Permanent Judicial Commission**

1. Provide staff services to the Permanent Judicial Commission (PJC), which include:
  - a. Receive and transmit paperwork related to judicial process
  - b. Report decisions of the PJC to the Synod Assembly
  - c. Maintain a roster of past PJC members eligible to serve in the absence of a quorum (D-5.0206b.)
2. Provide for the training of the PJC

#### **Other Duties and Responsibilities**

1. Attend meetings of the General Assembly as requested by Synod Executive and / or Synod Moderator
  2. Attend the annual Stated Clerks' National Meeting
  3. When requested, offer interpretations of the Constitution of the Presbyterian Church (U.S.A.) and the Synod Bylaws.
  4. Serve as parliamentarian at meetings of the Synod Assembly.
  5. Maintain the Synod Manual of Administrative Operations, and annually prepare and distribute copies of the Manual on Computer Disks and make available to members of the Assembly
5. File annual Non-Profit Corporation report to states within synod boundaries

#### **Supervisory Responsibilities**

Supervises personnel – both regular staff persons and contract persons – when they are doing work for the Stated Clerk.

#### **Evaluation**

The Personnel Services Committee shall conduct an annual performance review and determine the process to be used for the stated clerk's end-of-term review. (Articles IX.E.4.c of the Synod Bylaws)

#### **Minimum Qualifications**

1. Be an Ruling Elder or Teaching Elder of the Presbyterian Church (U.S.A) who is eligible for membership in the synod
2. Be able to communicate clearly and effectively orally and in writing
3. Provide a demonstrated working knowledge of the Presbyterian Church (U.S.A.) at all levels
4. Demonstrate experience, knowledge and the ability necessary to accurately interpret the constitution of the Presbyterian Church (U.S.A.)
5. Demonstrate proficiency with Microsoft Office software
6. Demonstrate proficiency with Roberts Rules of Order

#### **Desired Qualifications**

Communicate effectively with diverse groups of people; manage multiple projects simultaneously; have the experience and ability to function in a team-centered environment.

**Travel and Contact with the Public**

The Stated Clerk shall ordinarily be present at the Synod Assembly meetings and may also be at other committee/group meetings in the Synod or General Assembly as requested and in consultation with the executive.

**Workplace Expectations**

Live within the boundaries of the Synod

**Benefits**

As set forth in the Synod Personnel Manual

REV: February 1, 2011 Amended 11/8/14

Travel reimbursement:

- Travel to and from the Synod office is reimbursable provided the Clerks presence is required at the Synod office. Examples: Synod staff meetings, Moderators Committee meetings, Committee meetings, Synod Assembly, Review of Presbytery meeting minutes, travel to GA (if needed), travel to PJC and Administrative Reviews is reimbursable whether at the Synod Office or elsewhere within the Synod
- Stated Clerk is encouraged to work in the Synod office, however depending on location working from home is also acceptable

A portion of

- the Stated Clerk salary can be designated as housing for Teaching Elders



Presbyterian Church (U.S.A.)

Title: *Synod Treasurer*

■ Exempt

■ One-eighth Time

Report during each: Synod Assembly and to the Synod Executive for day-to-day operations

#### **Purpose of the Position**

To provide the Synod Assembly and the executive staff with the financial information needed to plan and carry out the mission of the Synod of the Covenant.

#### **Essential Functions and Responsibilities**

11. Review monthly financial statements and discuss unusual items with the Bookkeeper and the synod executive
12. Present monthly financial statements to the synod executive during stated Synod Assemblies
13. Present financial reports to the Trustees, Synod Assembly, Synod Executive and other interested entities
14. Present as requested as requested reports on restricted funds to the Trustees, Synod Assembly, Synod Executive and other interested entities
15. In consultation with the Assistant Bookkeeper and the Trustee, develop and provide an annual financial review or audit
16. Evaluate, assess and monitor internal control procedures
17. Assist the Synod Executive, Bookkeeper, Budget and Finance Committee and Committee Moderators as needed to prepare a proposed budget for the coming year and report discrepancies to Synod Executive or Trustees
18. Sign Checks, reviewing payment authorizations, prior to recording in financial records of Synod
19. Monitor employee healthcare reimbursements
20. Perform other duties as directed by the Synod Assembly

**Supervisory Responsibilities** — None

#### **Evaluation**

The Personnel Services Committee, in consultation with the Synod Executive, shall conduct an annual performance review

#### **Minimum Qualifications**

- A. Be a Teaching or Ruling Elder in the Presbyterian Church (U.S.A) and eligible for membership in the Synod
- B. Provide demonstrated competence in managing the finances of a non-profit organization
- C. C. Strong communication skills and able to transmit essential financial information and information regarding the structure, policies, governance, and mission of the Presbyterian Church (U.S.A.)
- D. Have a working knowledge of the Presbyterian Church (U.S.A.)
- E. Accounting Degree, CPA or other Professional Certification

**Desired Qualifications**

Ability to: 1) communicate effectively with diverse groups of people; 2) manage multiple projects simultaneously; 3) function in a team-centered environment

**Travel**

The Treasurer shall ordinarily be present at Synod Assembly, Trustees and Budget and Finance Committee meetings and may also be at other committee/group meetings in the Synod or the General Assembly

**Workplace and Physical Expectations**

1. Live within the bounds of the Synod of the Covenant
2. Maintain a Virtual office
3. Ability to travel independently, move about, see and hear, with or without assistance

**Benefits**

As set forth in the Synod Personnel Manual

11-8-2014



Presbyterian Church (U.S.A.)

Title: *Executive Assistant*

■ Revised: June 2008

■ Non-Exempt

■ Full-time

Editorial Revision January, 2010

Reports to: Synod Executive  
\_\_\_\_\_

### **Purpose of the Position**

To be of primary assistance to the synod executive, maintaining the synod calendar, supporting the work of synod and synod committees, and providing coordination of all synod office support functions. This person will act as a full member of the staff team.

### **Essential Functions and Responsibilities**

1. Responds in a helpful and timely manner to all requests from congregations, presbyteries, ecumenical partners and others for information, services or concerns of the synod
2. Makes arrangements for meetings, conferences and assemblies — registration, hotel reservations, meals and other details; helps with creating and pricing related print materials
3. Makes business travel and meeting arrangements for the synod staff; maintains a travel calendar for synod personnel
4. Keeps the office staff informed of ongoing and/or changing events and daily office activities
5. Provides staff support for the Synod Nominating Committee and the Synod Committee on Representation, including attending the meetings, taking minutes at the meetings and maintaining up-to-date records of the membership of all committees
6. Provides staff support for the committee on Self-Development of People
7. Upon the executive's request, acts and speaks on the executive's behalf in response to questions or requests regarding the mission and ministries of the Synod of the Covenant
8. Performs other duties as may be agreed upon with supervising staff.

**Supervisory Responsibilities** — None

**Fiscal Responsibility** — None

**Evaluation**

Regular meetings with the supervisor will take place at least every six months for purposes of evaluating the position description, quality and satisfaction of work performance and setting goals for the next six-month period; salary adjustments will ordinarily be made annually at the beginning of the fiscal year

**Knowledge and Skills**

- 1. College or University Bachelor’s Degree  Required  Preferred
  
- 2. Two years of undergraduate work or vocational schooling  Required  Preferred
  
- 3. 3–5 years of experience  Required  Preferred
  
- 4. Knowledge of the Presbyterian Church (U.S.A.)  Required  Preferred
  
- 5. Ability to use word processing and spreadsheet programs  Required  Preferred
  
- 6. Ability to manage multiple projects simultaneously, organize efficient office procedures and maintain effectiveness of the office  Required  Preferred
  
- 7. Demonstrated experience in management within a small office atmosphere  Required  Preferred
  
- 8. Ability to work with colleagues as a team while acting independently regarding own responsibilities  Required  Preferred
  
- 9. Ability to communicate effectively with a variety of people who are diverse in age, race, ethnicity or other factors  Required  Preferred

**Travel**

Occasional travel to meetings may be required; to be determined with supervisor

**Workplace and Physical Expectations**

The workplace shall be the synod office; ability to move about, see and hear, with or without assistance

**Benefits**

As described in the synod Personnel Manual



## **SYNOD OF THE COVENANT**

### **JOB DESCRIPTION**

**TITLE:** **BOOKKEEPER**

**REPORTS TO:** **Synod Executive**

**PURPOSE:** This is a Part Time Non-Exempt position. The Bookkeeper performs the daily accounting tasks for the Synod and coordinates certain financial functions on behalf of the presbyteries and the General Assembly. The Bookkeeper shall work closely with the Synod Treasurer and collegially with all staff and members of the Synod.

**STARTING DATE:** February 1, 2013

**Supervisory Responsibilities:** None

**Evaluation:** Regular meetings with the supervisor, including annual evaluation, will take place for the purpose of evaluating the position description, quality and satisfaction with work performance and setting goals. Salary adjustments will ordinarily be made annually at the beginning of the calendar year on the recommendation of the supervisor and approval of the Personnel Committee.

### **ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:**

#### **Minimum Requirement:**

College or University Bachelor's Degree in Accounting or equivalent related knowledge and experience.

#### **Essential Functions and Responsibilities:**

- 1- Maintains accurate and up-to-date accounting records using the MIP fund accounting software package
- 2- Creates weekly checks runs, A/P and A/R, GL. Journal entries and monthly financial statements
- 3- Maintains appropriate, accurate and organized paper files
- 4- Accepts responsibility for cost allocations, audit preparations, petty cash disbursements, bank deposits and necessary reconciliations.
- 5- Manages employee benefits and payroll information in a confidential manner.
- 6- Provides financial data and other information to the synod executive and treasurer for the purpose of budget and planning.
- 7- Assures that request for information and services are handled in a courteous, helpful, and timely manner.
- 8- Acts as a full member of the staff team and performs other duties as agreed upon with supervisor

- 9- Sensitivity to the identity and ethos of the Synod. Knowledge of the PC (U.S.A.) is preferred.
- 10- Ability to take initiative and work collegially.
- 11- Ability to manage multiple aspects of projects simultaneously.
- 12- Ability to communicate effectively with a variety and diversity of people with both interpersonal and electronic skills (including racial/ethnic, gender, generational, international diversity)

**Workplace and Physical Expectations:**

The workplace shall be the synod office. Has the ability to move about, drive, travel, see and hear with or without assistance. Attend and fully participate in Synod Assembly, related Synod and staff meetings, and other church meetings, training, and networking events.

**Benefits:**

Annual Cash Salary Range	<i>paid bi-weekly</i>	
Hours	15 to 17 hours	<i>weekly</i>
BOP 403 (b) (9)	\$100 a month	
FICA		
Medical Reimbursements	\$600	
Continuing Education/skills training		<i>(with prior approval)</i>
Travel	\$600	<i>(Voucher/Reimbursable with prior approval)</i>



## **SYNOD OF THE COVENANT**

### **JOB DESCRIPTION**

**TITLE: PROGRAM COORDINATOR**

This is a Part Time Non-Exempt position expected to implement and coordinate current Synod programs: Mobile Health Fair Ministry, Mission to the USA, Multicultural Youth Conference, and future programs as envisioned by the Synod.

**REPORTS TO: Synod Executive**

#### **PURPOSE:**

- 1- To coordinate current and future mission programs of the Synod of the Covenant
- 2- To develop a coherent and effective communication strategy for Synod programs
- 3- To maximize the impact and exponentially multiply the outreach of the mission of the Synod

**STARTING DATE:** February 1, 2013

**Evaluation:** Regular meetings with the supervisor, including annual evaluation, will take place for the purpose of evaluating the position description, quality and satisfaction with work performance and setting goals. Salary adjustments will ordinarily be made annually at the beginning of the calendar year on the recommendation of the supervisor and approval of the Personnel Committee.

#### **ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:**

##### **Minimum Requirement:**

College or University Bachelor's Degree or equivalent related knowledge and experience.

##### **Supervisory Responsibilities (currently):**

- MHF Team (MHF),
- International Partners (MUSA)
- Multicultural Youth Conference (MCYC) staff and volunteers

##### **Knowledge and Skills Required:**

- 1- Membership in the PC (U.S.A.).
- 2- Servant leadership and ability to articulate the Christian/Presbyterian faith.
- 3- Three years experience in church or related program administration and planning.
- 4- Take initiative and work collegially.

- 5- Manage multiple aspects of projects simultaneously
- 6- Communicate effectively with a variety and diversity of people with both interpersonal and electronic skills (including racial/ethnic, gender, generational, international diversity)

**Workplace and Physical Expectations:**

The workplace shall be the synod office. Employee must have the ability to move about, drive, travel, see and hear with or without assistance. Attend and fully participate in Synod Assembly, related Synod and staff meetings, and other church meetings, training, and networking events as needed.

**Benefits:**

Annual Cash Salary	<i>paid bi-weekly</i>	
Hours	varied	
BOP 403 (b) (9)	\$100	
FICA		
Medical Reimbursements	\$600	
Continuing Education	\$1,000	<i>(with prior approval)</i>
Travel		<i>(Voucher)</i>



## **Presbyterian Church U.S.A.**

### **SEXUAL MISCONDUCT RESPONSE POLICY**

#### **Policy Statement**

It is the policy of the Synod of the Covenant (hereinafter referred to as SOC)

that all church members, persons in ordered ministries (hereinafter referred to as POM) persons in ordered ministries, non-member employees and volunteers of SOC are to maintain the integrity of the ministry, employment and professional relationships at all times. Persons who engage in sexual misconduct are in violation of the principles set forth in Scripture and also of the ministry, pastoral, employment and professional relationships. It is never permissible or acceptable for a synod officer, employee, elected representative, contracted person or volunteer to engage in sexual misconduct.

This policy and its procedures shall be made available to all persons involved in the life of SOC, to those who accuse others of misconduct and to those who are or claim to be victims of sexual misconduct and their families. It is intended as guidance and policy for the SOC.

#### **Standards of Conduct**

... As [God] who called you is holy,  
be holy yourselves in all your conduct;  
... Tend the flock of God that is in your charge, ...  
not under compulsion but willingly, ...  
not for sordid gain but eagerly. ...  
not lord it over those in your charge,  
but be examples to the flock.

... You know that we who teach will be judged with greater strictness.

1 Pet. 1:15; 5:2–3; Jas. 3:1, NRSV

The ethical conduct of all who minister in the name of Jesus Christ is of vital importance

to the church because through these representatives an understanding of God and the gospel's good news is conveyed. "Their manner of life should be a demonstration of the Christian gospel in the church and in the world" (*Book of Order*, G-2.0104).

The basic principles of conduct guiding this policy are as follows:

1. Sexual misconduct is a violation of the role of all who are called upon to exercise integrity, sensitivity and caring in a trust relationship.
2. Sexual misconduct is a misuse of authority and power that breaches Christian ethical principle by misusing a trust relationship to gain advantage over another for personal pleasure in an abusive, exploitative and unjust manner. It is the responsibility of all persons to maintain the appropriate roles, boundaries and relationships.
3. Sexual misconduct takes advantage of the vulnerability of persons who are less powerful to act for their own welfare, including children. It is antithetical to the gospel call to work as God's servant in the struggle to bring wholeness to a broken world and violates the mandate to protect the vulnerable from harm.

### Definitions

*Sexual Misconduct* is the comprehensive term used in this policy to include:

*Child sexual abuse*; including, but is not limited to, any contact or interaction between a child and an adult when the child is being used for the sexual stimulation of the adult person or of a third person. The behavior may or may not involve touching. Sexual behavior between a child and an adult is always considered forced whether or not it is consented to by the child. In the Presbyterian Church (U.S.A.), the sexual abuse definition of a child is anyone under age eighteen.

*Sexual abuse* as defined in the *Book of Order*; "Sexual abuse of another person is any offense involving sexual conduct in relation to (1) any person under the age of eighteen years or anyone over the age of eighteen years without the mental capacity to consent; or (2) any person when the conduct includes force, threat, coercion, intimidation, or misuse

of ordered ministry or position" (*Book of Order*, D-10.0401c).

*Sexual harassment*; defined for this policy is as follows: unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or their continued status in an institution;

- b. submission to or rejection of such conduct is used as the basis for employment decisions affecting such an individual;
- c. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile or offensive working environment; or
- d. an individual is subjected to unwelcome sexual jokes, unwelcome or inappropriate touching, or display of sexual visuals that insult, degrade and/or sexually exploit men, women, or children.

*Rape* or sexual contact by force, threat or intimidation.

*Sexual conduct* (such as offensive, obsessive or suggestive language or behavior, unacceptable visual contact, unwelcome touching or fondling) that is injurious to the physical or emotional health of another.

*Sexual Malfeasance*; as defined by the broken trust resulting from sexual activities within a professional ministerial relationship that results in misuse of office or position arising from the professional ministerial relationship.

*Misuse of technology*; use of technology that results in sexually harassing or abusing another person, including texting or emailing suggestive messages and images to persons with whom one has a ministerial relationship. It is never appropriate to view pornography on church property. When this includes a person under the age of eighteen, it is considered child abuse. There is never an expectation of personal privacy when using technological equipment owned by a church or church entity or within the context of ministry.

### **Church Response to Allegations of Sexual Misconduct**

#### **Principles**

In responding to allegations of sexual misconduct, synod officer, employee, elected representative, contracted person or volunteer members, shall seek healing and assure the protection of all persons. Where possible, the privacy of persons should be respected and confidentiality of communications should be maintained.

In responding to allegations of sexual misconduct, synod officer, employee, elected representative, contracted person or volunteer of the SOC should seek to uphold the dignity of all persons involved. This includes persons who are alleging harm, persons who are accused of sexual misconduct, the families of each and the communities of each.

The SOC has jurisdiction over its members, officers, employees, elected representatives, contracted persons and volunteers such that if any of these is alleged to have committed an offense against Scripture or the PC(USA) Constitution, the church has the duty to inquire into the allegations and, if the allegations are proven, to correct the behavior of the member, officer, or employee and ensure the safety of others in the community. Allegations of sexual misconduct are always considered allegations of offense against Scripture or the PC(USA) Constitution that trigger the disciplinary processes of the PC(USA) set forth in the *Book of Order*. In the case of an active non-member who is employed or volunteers with the church, the individual will be covered by the procedures of the written personnel policies of the governing body or entity.

If the person accused of sexual misconduct is no longer a member, officer or employee of the SOC, but the conduct occurred while the person was acting on behalf of the SOC, the church does not have jurisdiction to correct the behavior, but it does have a duty to hear the allegations of offense and to take measures to prevent future occurrences of harm. The appropriate governing body may appoint an administrative committee or commission to hear the allegations of sexual misconduct. The SOC will take measures to reduce the risk of harm through education and policy.

### **Reporting Requirements**

Reports of allegations of sexual misconduct will occur in a variety of ways.

Because a council or entity cannot control to whom the victim of sexual misconduct will speak first, it is important that officers, employees and persons highly visible to church members and visitors understand how reports of incidents are channeled to the proper person. The allegations may come from persons who have or who do not have a formal relationship with the PC(USA) and may be made to a variety of officers or leaders within the PC(USA). It is the duty of these officers to see that any allegation of sexual misconduct is reported appropriately keeping in mind the mandatory reporting requirements for allegations of child abuse.

Reports of allegations of sexual misconduct should never be taken lightly or disregarded and allowed to circulate without concern for the integrity and reputation of the victim, the accused and the church. Reports of allegations should be dealt with as matters of highest confidentiality, both before and after they have been submitted to appropriate authorities as outlined below.

The first person to learn of an incident of sexual misconduct should not undertake an inquiry alone or question either the victim or the accused unless the incident is divulged in the process of pastoral care, counseling or a therapy session. If the victim is hesitant to talk to “higher authorities,” the person who has received the initial report has a special pastoral responsibility to build trust and willingness to speak with the accuser, lest the church be unable to respond because no one is able to give firsthand information.

The person making the report of alleged sexual misconduct may be the person alleging harm or any member of PC (USA). The person receiving the initial report of allegations of sexual misconduct shall analyze the relationship of the person accused of sexual misconduct with the PC(USA) and shall make sure that the allegations of offense are filed with the counsel having jurisdiction over the person accused.

If the report is made orally, the person receiving the report of allegations should request that the person making the report of allegations place it in writing. A report of allegations of sexual misconduct in writing from a member of the PC(USA) alleging another member or officer of the SOC committed an offense must be acted on according to the Rules of Discipline of the *Book of Order*. If a clerk or stated clerk receives a report of allegations in writing from a nonmember of the PC(USA) alleging another member or officer of the PC(USA) committed sexual misconduct, the report also should be acted on according to the Rules of Discipline of the *Book of Order*. If the person who makes the report is unwilling or unable to place it in writing, any member of the PC(USA) may make the written statement that will automatically trigger the Rules of Discipline of the *Book of Order*.

In addition, if the person accused of sexual misconduct is a member, officer, employee or volunteer of the SOC, a report shall also be made to the Synod Stated Clerk or Synod Executive.

#### **Mandatory Reporting of Child Abuse**

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 out 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. (G-4.0302) These provisions of the *Book of Order* attempt to balance conflicting moral duties for persons in ordered ministry of the SOC.

#### **Responding**

The appropriate SOC response will vary according to the relationship of the SOC with the person who is accused of sexual misconduct. Church members and persons in ordered ministries are subject to inquiry and discipline (censure and correction) under the *Book of Order*. Non-church member employees and volunteers are subject to oversight and correction by the SOC.

When an allegation of offense of sexual misconduct has been received by the Stated Clerk of the Synod or Synod Executive, the clerk or executive will report to the Personnel Services Committee that an offense has been alleged.

Counsels and entities must cooperate with civil authorities in an investigation of child sexual abuse or other criminal sexual misconduct. Church disciplinary proceedings cannot interfere with a criminal investigation by civil authorities and may have to be suspended until these are completed.

When the SOC receives an accusation of offense of sexual misconduct against a nonmember employee or volunteer, the procedural response of the SOC will be guided by the written personnel policies of the SOC.

In all cases, the personnel committee shall prepare a written report, which shall be included in the accuser's permanent personnel file. The accused shall be allowed to attach any written statements to said documents, also for permanent inclusion in the permanent file.

All procedures shall follow the guidelines set forth by the SOC.

Adopted by the Synod Assembly November 5, 2011