

**Final Report of the Committee to Review Issues Surrounding the Separation Agreement
Between Dr. Floretta Barbee-Watkins and the Presbytery of Detroit**

Our Charge:

"... that the Moderator in collaboration with the Committee on Nominations of the Presbytery of Detroit, select three people whose committee or any individual which was not involved with the approval of \$10,000.00 separation payment given to Rev. Dr. Floretta Barbee-Watkins after her resignation, to analyze and audit the why and how of this transaction, for proper procedures/complete transparencies, and report its findings to this presbytery no later than the 2023 January Presbytery meeting."

Our Team:

John Judson, T.E.
Gretchen Denton, T.E.
Sharon Moore, R.E.

Context:

Context always matters. Context matters in Biblical interpretation and, as this section hopes to point out, in the situation our team was asked to review. The context of the situation detailed in this report has several facets:

1. There was disruption in the life and work of the Presbytery of Detroit and in Presbytery staff relationships, much of which centered around the Transitional General Presbyter. These disruptions had progressed to the point that the Coordinating Cabinet asked the Synod of the Covenant to form an Administrative Commission to investigate the dysfunction with relation to the complaints/grievances which occurred in October 2022.
2. Dr. Barbee-Watkins resigned unexpectedly and made requests for a particular end date of employment and a request to be paid for unused vacation and sick leave.
3. Dr. Barbee-Watkins sent her letter of resignation, not to the presbytery, but to the Operations Team. She made it clear that this letter was confidential and not to be shared with the presbytery as a whole.
4. Our Bylaws and Policies and Procedure Manual give great authority to the Executive Presbyter to deal with matters of severance and separation, without any guidance as to how these issues ought to be addressed when there is no Executive Presbyter.
5. The Bylaws and Policies and Procedures of the Presbytery of Detroit are not always in agreement with one another and are occasionally contradictory. Several of these contradictory statements made the termination process and separation discussions more difficult.

These facets placed the Operations Team in a difficult position as it tried to maintain the peace, unity, and purity of the church. In conjunction with the Trustees and Coordinating

Cabinet, and in consultation with representatives of both Synod and General Assembly, Operations attempted to appropriately end the tenure of Dr. Barbee-Watkins and protect the Presbytery of Detroit from any possible repercussions due to the way Dr. Barbee-Watkins' tenure was concluded.

To many on the outside it may have appeared that this process was secretive, but because of the contextual facets mentioned above, and because much of the discussion and deliberation surrounding these issues concerned personnel issues, the discussions and deliberations needed to be conducted in a confidential setting. At the appropriate time, Trustees, Coordinating Cabinet, Synod, and General Assembly were brought into the discussions of process and ultimately the presbytery was informed.

Below you will find a timeline of events, a series of questions that we believed needed to be answered, issues needing clarification, and a series of relevant documents.

Timeline:

August 4, 2020 - Dr. Barbee-Watkins is hired by action of the Presbytery (POD Minutes August 2020)

May 17, 2022 - Dr. Barbee-Watkins accepts call to the Presbytery of the James with her start date as June 27, 2022 (Presbytery of the James Minutes summary May 23, 2022)

May 18, 2022 – Dr. Barbee-Watkins submits a letter of resignation to Operations with an employment termination date of June 10, 2022, that includes a request for "30 days severance of my effective salary and benefits."

May 18, 2022 – Chair of Operations meets with Synod representative to discuss situation.

May 21, 2022 – Special meeting of Coordinating Cabinet to approve motion from Operations to request presbytery to dissolve the relationship between the POD and Dr. Barbee-Watkins. This motion was approved.

May 24, 2022 – Operations, with the approval of Coordinating Council, requests that Dr. Barbee-Watkins' relationship with the Presbytery of Detroit be dissolved on May 24, 2022. Presbytery votes to dissolve Dr. Barbee-Watkins' call (on that date. POD Minutes May 2022)

May 31, 2022 - Operations Chair meets with staff

June 3/6, 2022 – Operations meets to discuss letter of resignation and the dysfunction within the presbytery staff.

June 6, 2022 - Operations informs Trustees of the separation discussions

June 7, 2022 - The Chair of Trustees, the Chair of Operations, and the Stated Clerk discussed the matter by telephone and decided to consult with an attorney regarding a separation agreement. Operations and Trustees hire employment attorney to negotiate separation terms. A separation agreement was drafted by the attorney with input from the Chair of Trustees, Chair of Operations, and the Stated Clerk.

June 8, 2022 - Operations votes to approve separation agreement.

June 9, 2022 - The Chair of Trustees brought the agreement to Trustees for its approval, along with the separation payment amount. Trustees vote to approve separation agreement (as per Trustees minutes June 9, 2022).

June 21, 2022 – Dr. Barbee-Watkins signs agreement.

July 1, 2022 – Funds are dispersed to Dr. Watkins through payroll. The approval was given by Kara Hildebrandt and Suzanne Lewand, who approved on behalf of Trustees and Operations.

September 27, 2022 – Presbytery is informed of the separation agreement and payment (Page G-1 POD Minutes September 2022)

Pertinent Questions and Answers:

1. Was Dr. Barbee-Watkins called and installed?

She was called and installed. Her date of call was August 4, 2020 (POD August 2020 minutes) *Elder Lewis, on behalf of the Coordinating Cabinet, moved that pursuant to Article V, Section (3) of the Bylaws, Presbytery approve the call of Rev. Floretta Barbee-Watkins to the position of Transitional General Presbyter. (Biography attached as Appendix B). Rev. Barbee-Watkins was moved to the waiting room. Her terms of call were again voted on in 2022*

2. Did Dr. Barbee-Watkins have a contract?

No. there was never a signed contract. The only document was a job description, and there is no documentation that Dr. Barbee-Watkins saw or signed this job description. The relationship between Dr. Barbee-Watkins and the POD was never formalized in a contract. The Stated clerk made the ruling that Dr. Barbee-Watkins' position was a called position rather than a contractual one.

3. Did Dr. Barbee-Watkins set a resignation date?

Yes, she set June 10th, 2022, as her resignation date and asked for 30 days severance which was based on accumulated sick leave and vacation. (as per Dr. Barbee-Watkins' letter of resignation to Operations)

4. Was Dr. Barbee-Watkins Terminated?

No. She had offered a resignation and an end date (see above) but Operations did not accept her proposed last in-person day, and instead recommended that for the health of the Presbytery, Dr. Barbee-Watkins' last day be May 24, 2022.

5. Did Operations request a date of dissolution?

Operations, with the approval of Coordinating Council, requested that presbytery accept Dr. Barbee-Watkins' resignation with an end date of May 24, 2022. The presbytery approved that request. (as per POD Minutes of the May 2022 presbytery meeting)

6. Who had the authority to negotiate and commit to a Separation agreement on behalf of the presbytery?

Operations Ministry Team and Trustees believed that in the absence of an Executive Presbyter, they had the authority to negotiate an agreement and bring it to Coordinating Cabinet. The Personnel Policy of POD states: *"This policy does not guarantee severance to any employee. Severance pay, if available, is paid in addition to unused prorated vacation, notice pay, and any other compensation owed to the employee. Severance pay will be granted to an eligible employee at the sole discretion of the Executive Presbyter and the Presbytery Operations Ministry Team."*

In addition, throughout this process, Operations was in contact with the POD Stated Clerk, the Synod, and General Assembly, including the Stated Clerk, to ensure that Operations actions were appropriate and in line with POD bylaws and Policies and Procedures.

7. Did the Operations Team request Coordinating Council to recommend accepting her resignation and changing the end date of her relationship with the presbytery?

Yes

8. Who was on the negotiating team and who put them there?

The Labor and Employment attorney negotiated the settlement at the request of Trustees, Operations, and the Stated Clerk.

9. Who wrote the legal documents of the settlement and on whose authority?

The Labor and Employment Attorney wrote the documents at behest of Operations and Trustees. (as per Paper G-1 Presbytery minutes September 2022)

10. Who had the authority to make a check request for the attorney?

The funds came from the Trustees account covering legal services, over which the Trustees have sole discretion.

11. How was the \$10,000 amount of the severance computed?

The severance was computed as 30 days of Dr. Barbee-Watkins package which included remaining sick leave and vacation.

12. Where did the funds come from for the severance and who authorized the payment?

Operations, with Trustees concurrence, used existing funds in the compensation package line item of the TGP, and Operations approved the payment per the separation agreement.

13. What role should the Synod Administrative Commission have played in this process?

None. The Synod and the PCUSA were aware of these negotiations. The Administrative Commission was tasked with examining the dysfunction with relation to the personnel complaints/ grievances which occurred in October 2021. The resignation of the TGP did not fall within what the Administrative Commission was tasked to do.

14. Was there a threat of legal action if there was no severance?

There was no direct threat, but a cost-benefit analysis was done by Operations, Trustees, and the Labor and Employment attorney which indicated a separation agreement was the most prudent response to the situation.

15. What role did the Coordinating Cabinet play in this endeavor?

The Coordinating Cabinet approved Operations' motion to the Presbytery, that Dr. Barbee-Watkins last day be May, 24 in the special Coordinating Cabinet meeting held on May 21, 2022.

Issues Needing Future Clarification by Presbytery

- 1. When is severance/separation agreement appropriate? Our Policies appear to leave it to the sole discretion of the Executive Presbyter and Operations, rather than having additional guidelines.**
- 2. When an Executive Presbyter is not present does this prevent committees from carrying out necessary tasks that require the Executive Presbyter to participate? Does this preclude action when there is a Transitional General Presbyter or acting Presbyter because the title of the acting head of staff is not the Executive Presbyter? Does it preclude action when the position is vacant? The POD Policy and Procedures manual is silent on these issues.**

Conclusion:

Our Book of Order states that, "...we also believe that there are truths and forms with respect to which men of good characters and principles may differ. And in all these we think it the duty both of private Christians and societies to exercise mutual forbearance toward each other." (F-3.0105) While this statement was originally intended to refer to theological disagreements, we believe it ought to refer to disagreements over issues of

polity and governance as well. It is our conviction that those persons and Teams whose actions are mentioned in this report did what they believed the Bylaws, Policies and Procedures of the Presbytery of Detroit allowed them to do. This belief was reinforced by authorities at the Presbytery, Synod, and General Assembly levels. We also understand that there are grounds to disagree with this assessment. Nevertheless, our team believes:

1. That all persons involved in this situation acted in good faith and with only the best of intentions for the Presbytery of Detroit and Dr. Barbee-Watkins.
2. That this situation will be used by the Presbytery as an impetus to reexamine and clarify the issues mentioned above as the Presbytery rewrites its bylaws, policies, procedures, and reorganizes its structure.

“Finally, siblings...put things in order...agree with one another...live in peace; and the God of love and peace will be with you.” (2 Corinthians 13:11)

Relevant Documents:

JOB DESCRIPTION/CONTRACT FOR DR. BARBEE-WATKINS

Job Description Transitional General Presbyter Presbytery of Detroit

Title:

Transitional General Presbyter (TGP)

Purpose:

The purpose of this position is to lead the Presbytery of Detroit through a process of healing and discernment such that at the end of the contract period, the presbytery is healthier, better connected and has a clear sense of its corporate mission.

Job Duties:

Head of Staff: the TGP will serve as head of staff, ensuring good communication and relationships among the various members of Presbytery staff as well as ensuring that staff are carrying out the functions assigned to them. In conjunction with the Operations Team (responsible for staff relationships) the TGP will conduct annual staff reviews.

Staff Liaison: The TGP will serve as the liaison between presbytery staff and the following committees:

Trustees (Who are responsible for the finances of presbytery)

Planning and Visioning (Who are responsible for long term vision casting and preparation of the annual budget)

Operations (Who are responsible for oversight of presbytery staff)

Ex-officio: will serve ex-officio on the Coordinating Cabinet and other committees and work groups as necessary

Relationship Building: The TGP will intentionally build relationships with pastors, elders and congregations in order to build trust with presbytery leadership

Accountability and Review:

This position is accountable to the Coordinating Cabinet and the Presbytery for implementation of decisions and matters of strategy, program, and resources.

This position will be reviewed annually by the Operations Team

Contract: this is a contract position, with the length of the contract being two years with the possibility of extending it a year at a time if necessary.

FROM TRUSTEES POLICIES IN POD POLICIES AND PROCEDURES MANUAL

P&V-1.3 CHANGES TO ADOPTED BUDGET

- 1.All budget changes must be reported to the Planning and Visioning Team.
- 2.Budget changes within a committee responsible and not across category lines may be approved by the committee.
- 3.Budget changes affecting more than one department of division must be recommended to the Planning and Visioning Team.
- 4.Budget changes across category lines must be recommended to Planning and Visioning Team

P&V-1.5 BUDGET CONTROL

- 1.Expenditure control of the Program Budget is lodged in the Planning and Visioning Team. All requests for adjustments in Program Budget allocations must have approval of the Planning and Visioning Team, which shall recommend any proposed amendments to the Coordinating Cabinet.
- 2.Standing Committee Financial Procedures a) Teams, Cabinets, and Required Committees of the Presbytery are responsible directly to the Presbytery.
b) Annual budget requests are submitted to the Planning and Visioning Team and by it to the Coordinating Cabinet, that presents an annual Operating Budget for approval by the Presbytery.
c)Responsibility for approved budget management for their work rests with each Team, Cabinet, or Committee.
d) Requested expenditures will be within the Committee, Team, or Cabinet budget.
E)Required Committees may make necessary shifts within their budgets, but any significant variance in projected expenditures shall be reported by them to the Planning and Visioning Team.

T-10. SIGNING CONTRACTS.

No money shall be paid on a contract unless the contract is signed by an authorized signer, with indication of the budgeted source of funds. Contracts can only be signed by the Executive Presbyter

and his or her designee, or the President of the corporation and his or her designee, after obtaining approval as follows:

a. Items under \$100 which are Covered by Budget. Items costing under \$100 for which money is appropriated in the operating budget are approvable by executive staff and paid for out of the operating budget.

b. Items between \$100 and \$3,000 which are Covered by Budget. Items costing between \$100 and \$3,000 for which money is appropriated in the operating budget are approvable by the Executive Presbyter, paid for out of the operating budget and reported retroactively to the Board of Trustees.

c. Items of \$3,000 or more which are Covered by Budget. Items costing over \$3,000 must be approved in advance by the Executive Presbyter and approved in advance by the Board of Trustees.

d. Items which are not Covered by Budget. Any items, which are not included in the Budget (or for which funds do not remain in the Budget), must be approved in advance by: (a) the committee or subcommittee of Presbytery, which has authority for such item in budget authorizations, (b) the Executive Presbyter and (c) the Board of Trustees.

Operations: Works with Executive Presbyter to evaluate personnel positions, structure, compensation, procedures in accounting, purchasing, payroll, administration, and policy

FROM PERSONNEL POLICIES IN POD POLICIES AND PROCEDURES MANUAL

EMPLOYMENT SEPARATIONS It is the policy of Employer that employment relationships are at-will and may be terminated at any time with or without cause by Employer.

EMPLOYMENT AT WILL The employment of all employees covered by these policies, is not pursuant to any contract (either written or oral, expressed or implied) and is not for any set period or upon any set conditions and is terminable by Employer at any time with or without cause. Any manuals, handbooks, or other personnel-related material which employees or supervisory personnel may receive, do not constitute a commitment of employment or require any graduated disciplinary steps prior to the termination of employment with any employee.

No representative of Employer has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing, unless such agreement is in writing and signed by the Chairperson of the Operations Ministry Team and the Executive Presbyter

Severance This policy does not guarantee severance to any employee. Severance pay, if available, is paid in addition to unused prorated vacation, notice pay, and any other compensation owed to the employee. Severance pay will be granted to an eligible employee at the sole discretion of the Executive Presbyter and the Presbytery Operations Ministry Team. In order to be eligible for severance, termination must not be voluntary or due to unsatisfactory performance. Only exempt/non-exempt full-time or part-time employees on the date of termination are eligible for severance. Term employees are not eligible or entitled to severance pay. Employees who have received official notice of the date of job elimination but who choose

to resign before the date of termination will be treated as resigning for all purposes under this policy

OPERATIONS LETTER TO PRESBYTERY SEPTEMBER 2022

The Operations team learned, as so many did, about Dr. Flo's departure through social media, just days before the Presbytery meeting. The day after Dr. Flo Barbee-Watkins' new position was announced via social media, the Operations Team received a letter of resignation that they were asked to keep confidential. In that letter, a proposed end date was given, and a request was made to honor any unused vacation and sick time. Other issues were also brought forth in the letter, and because those issues may have caused pain and divisiveness within the Presbytery as well as the fact that some issues involving the Presbytery, its staff, and Dr. Barbee-Watkins, were, and continue to be under review by a Synod commission, the Operations Team discussed and then recommended to the Presbytery that the relationship with Dr. Barbee-Watkins end immediately following the Presbytery vote so that healing could begin.

Upon reading of the by-laws and the policies of the Presbytery, Operations believed that a separation agreement would then be discussed with Dr. Barbee-Watkins, considering both her requests for the terms of termination of the relationship as well as the best interests of the Presbytery. The Operations Team met several times to discuss these issues and to come up with a proposal that would be in the best interest of the Presbytery. Trustees, as the entity with the authority to contractually bind the Presbytery were consulted, as well as the Stated Clerk. The Synod was also contacted for advice mostly on procedure, and to ensure that nothing in the agreement would interfere with the issues that are currently being investigated by the Synod commission. After evaluating the issues that were brought forth in the resignation letter, Operations, Trustees, and the Stated Clerk sought legal advice to ensure that the separation agreement was fair and justified, and that the Presbytery would be protected from any potential claims against it. A cost-benefit analysis was done to determine what the worst-case scenario might be and attempt to negotiate an agreement that would best protect the interests of the Presbytery. The employment attorney offered an extremely reduced fee and was retained to draft the separation agreement as well as to negotiate with Dr. Barbee-Watkins. Dr. Barbee-Watkins accepted the offer and signed the separation agreement and release. It became effective July 5, 2022. Both the Operations Team and the Trustees reviewed the final Separation Agreement and were unanimously in agreement that the cost of the separation package was worth the protection that the Presbytery received in return.

The total separation package totaled approximately \$10,000. In return, Dr. Barbee-Watkins signed a release of any and all possible claims she might have against the Presbytery both at the present time and in the future, and she also agreed that she would not speak disparagingly about the Presbytery of Detroit. The amount paid was well within the Operations Budget for 2022, and thus, no motion to amend the budget was required.

