

The Presbytery of Waterloo-Wellington met in emergent session via Zoom meeting link, on Tuesday, June 9 at 1PM.

The meeting opened with prayer and the Moderator constituted the Presbytery

Attendance:

Ministers:

Rev. Ed Charlton, Rev. Peter Bush, Rev. Michelle Yoon, Rev. Bill Bynum, Rev. Brook Ashfield, Rev. Linda Ashfield, Rev. Diane Boyd, rev. Scott Sinclair, Rev. Mark Gaskin, rev. Glen Soderholm, Rev. Herb Gale, rev. jane Swatridge, Rev. Johan Olivier, Rev. Hugh Donnelly, Rev. Mark Richardson, Rev. John Borthwick, Rev. Nick Pavel, Rev. Frank Szatmari, Rev. Kathy Morden, Rev. Scott McAndless, rev. Susan Clarke, Rev. Aubrey Botha, Reg. Greg Smith, Rev. Karla Wubbenhorst

Rep Elders:

Janette MacDonald, Gib McIlrath, Janet DeGroot, Frank Kivell, Peggy Lennox, Sue Senior, Vern Platt, George Forsyth, Alex MacNabb, Bonnie Street,

Alt Rep: Peter deVries

Appendix: Rev. Arnold Bethune, Rev. Darrell Clarke

Guests: Bob Renton, Clerk ; Martin van Damn, Bruce Wilson

Treasurer: George Myers

Regrets:

Ministers: Kristine O'Brien

Rep Elders: Dave Mallet, Erik Kabbes, Alistair McIlwraith, Gil Langerak, Andrew Foster

Appendix; Rev. Wendy Paterson, Rev. Walter MacLean,

Welcome and Introductions

Rev. Peter Bush introduced guests from Westminster-St. Paul's Presbyterian Church: Bob Renton, Clerk; Martin van Damn.

Purpose of Emergent Meeting:

To receive and consider the dissolution of the Pastoral Tie between Rev. Karla Wubbenhorst and the congregation of Westminster-St. Paul's, Guelph

Moved and seconded that the proposed agenda be adopted as presented.

Reports:

Business Committee – see “Appendix A”

Moved by Scott McAndless/Ed Charlton that the Notice of Meeting sent by the Clerk, for an Emergent Meeting of the Presbytery of Waterloo-Wellington to be held on June 9, 2020 at 1PM on May 31, 2020 be homologated. Carried

Moved by Scott McAndless/Ed Charlton that the sending of the citation to appear before Presbytery, sent to the advisor to the Session of St. Paul's Westminster on June 2, 2020, for distribution to Session and congregation and subsequently sent to the Clerk of Session of St. Paul's Westminster on June 4, 2020, be found to be in order and be homologated by the Presbytery. Carried.

Recommendation 3 – Withdrawn.

Report of the Ministry Committee – See Appendix “B”

Move by Ed Charlton/Peter Bush that the report of the Ministry Committee be received and consider. Carried

Moved by Ed Charlton/Peter Bush that the Presbytery accept the agreement between Rev. Karla Wübbenhorst and the Session of Westminster-St. Paul's Presbyterian Church. Carried

Moved by Ed Charlton/Peter Bush that the Presbytery allow the representatives from Westminster-St. Paul to sit and correspond and to speak to the agreement dissolving the Pastoral Tie. Carried

The moderator shared his best wishes and words of gratitude for Karla's many years of ministry in the Presbytery. The moderator invited other members of the Presbytery. George Forsyth (Westminster St Paul's rep elder) spoke to the fruitfulness of Karla's many years of ministry at WSP. Rev. Johan Olivier shared his thankfulness for Karla's hospitality and friendship. Bob Renton, (Clerk of Session at Westminster-St. Paul's) provided advice and confidence in Karla's future. Rev. Alex MacLeod shared words of appreciation for Karla's friendship and advice.

Moved by Ed Charlton/Peter Bush that the Presbytery dissolve the Pastoral Tie between the Rev. Karla Wübbenhorst and Westminster-St. Paul's Presbyterian Church, Guelph effective Aug. 31, 2020. This Dissolution being a Category 2 Dissolution. And that the Presbytery agrees to the terms of the Transition Agreement, including that the Transition Period begin on Sept. 1, 2020. And authorizes the Clerk of Presbytery to sign on behalf of the Presbytery of Waterloo-Wellington. Carried

Moved by Ed Charlton/Peter Bush that the Presbytery ask the Congregational Health Committee to appoint an Interim Moderator to Westminster-St. Paul's Presbyterian Church effective no later than Aug. 1, 2020. With the hope that the Interim Moderator and the Rev. Karla Wübbenhorst might find ways to jointly moderate Session prior to that date. Carried.

Moved by Ed Charlton/Peter Bush that the Ministry Committee be empowered to appoint an individual to provide spiritual support to the Rev. Karla Wübbenhorst during the notice period and transition period. Carried

Moved by Ed Charlton/Peter Bush that the report as a whole be adopted. Carried.

Report of the Congregational Health Team – See “Appendix C”

Moved by Scott McAndless/Mark Gaskin that the report be received and considered. Carried

Moved by Scott McAndless/Mark Gaskin that the pulpit(s) of Westminster-St. Paul's Presbyterian Church, Guelph be preached vacant on the first Sunday after September 1, 2020; and that the Clerk shall provide notice to the Clerk of Session. Carried

Moved by Scott McAndless/Mark Gaskin that Rev Peter Bush be appointed interim moderator of the Session of Westminster- St. Paul's Presbyterian Church, effective August 1, 2020; and that the Clerk shall provide notice to the Clerk of Session. Carried.

Notice of Motion(s) – H. Gale

1. That Presbytery pay half (50%) of the transition allowance and remuneration package for Rev. Wubbenhorst after the dissolution of the pastoral tie between the minister and congregation

2. That the moderator of Presbytery in consultation with the Congregational Affairs Committee (aka, Congregational Health Team) appoint an Advisory Team (composed of the Interim Moderator of WSP, representatives from within the Presbytery and interested members and friends of WSP) to explore possible options for WSP's future as a congregation and/or to explore ways to use WSP's strategic site for ministry and mission initiatives in the growing community of northeast Guelph, and to report back to Presbytery by November 2021 with any recommendations the Advisory Team may have.

Notice of Motion – Rev. John Borthwick

That Presbytery pay the full amount (100%) of the transition allowance and remuneration package for Rev. Wubbenhorst after the dissolution of the pastoral tie between the minister and congregation,

Motion to Adjourn was carried.

Rev. Karla Wubbenhorst closed in prayer and pronounced the benediction.

REPORTS

Business Committee – “Appendix A”

Recommendation 1:

That the Notice of Meeting sent by the Clerk, for an Emergent Meeting of the Presbytery of Waterloo-Wellington to be held on June 9, 2020 at 1PM on May 31, 2020 be homologated. Carried

Recommendation 2:

That the sending of the citation to appear before Presbytery, sent to the advisor to the Session of St. Paul’s Westminster on June 2, 2020, for distribution to Session and congregation and subsequently sent to the Clerk of Session of St. Paul’s Westminster on June 4, 2020, be found to be in order and be homologated by the Presbytery. Carried

Recommendation 3:

That Westminster-St. Paul’s Presbyterian Church, Guelph be permitted to ask for, receive, and review offers towards the purchase of the building. It being clearly understood that no sale would be completed until the Presbytery approves a sale.

Ministry Committee – “Appendix B”

June 3, 2020

MINISTRY COMMITTEE TO PRESBYTERY OF WATERLOO-WELLINGTON

NARRATIVE:

The Session of Westminster-St. Paul’s Presbyterian Church, Guelph wrote to the Presbytery in January 2020 asking for support. A meeting was held in Feb. 2020 involving leaders from the congregation, and representatives of various Presbytery committees. Subsequently, the Rev. Peter Bush was named a Special Advisor to the Session of Westminster-St. Paul’s. Peter has attended Session meetings and committee meetings, heard people’s histories of involvement with Westminster-St. Paul’s. The following was brought to the Ministry Comm. of the Presbytery. From there it comes to the Presbytery.

The Dissolution of the Pastoral Tie between The Rev. Karla Wübbenhorst and Westminster-St. Paul’s Presbyterian Church, Guelph

This is a Category 2 dissolution, meaning that the tie is being dissolved because of the lack of funds to pay for a full-time minister.

There are two timeframes that impact in the transition agreement.

- A> The First is about the time between notice being given and the beginning of the transition allowance (called the Notice Period). That math is as follows:
1. The Rev. Wübbenhorst because of her 15 years of service is entitled to 8 weeks (56 days) of notice of the termination of her employment. This is per the Ontario Labour Standards.
 2. In addition, she will be entitled to 23 days of holidays by Aug. 31, 2020 and 2 days of study leave.
 3. That totals to 81 days – that makes June 12 day 1 of 81 days – and Aug. 31 day 81.

The Rev. Wübbenhorst would preach and lead worship, and provide pastoral care at Westminster-St. Paul's Presbyterian Church until Aug. 6, 2020. She would then take the remaining study leave and holidays until August 31, 2020.

B> The Second timeframe relates to the length of the Transition period. The Policy for the Dissolution of Pastoral Ties of The Presbyterian Church in Canada states two things about the transition period.

1. It asks Sessions and congregations to be gracious and generous.
2. It states that transition periods should be 1 month for each year of service, up to 12 months.

The Rev. Wübbenhorst will have been the minister of Westminster-St. Paul's Presbyterian Church for 15 years on Sept. 1, 2020. The Session taking statement 1 in the Policy seriously is offering 15 months (Sept. 1, 2020 to Nov. 30, 2021) as the transition period.

[This paragraph was removed from the report]

The Transition Agreement has been sent to the Clerk of Presbytery. It follows the Transition Agreement template in The Presbyterian Church in Canada's Policy for the Dissolution of Pastoral Ties. Presbyters who wish to see a copy of the agreement can contact Peter Bush.

RECOMMENDATIONS

1. That the Presbytery accept the agreement between Rev. Karla Wübbenhorst and the Session of Westminster-St. Paul's Presbyterian Church.
2. That the Presbytery allow the representatives from Westminster-St. Paul to sit and correspond and to speak to the agreement dissolving the Pastoral Tie.
3. That the Presbytery dissolve the Pastoral Tie between the Rev. Karla Wübbenhorst and Westminster-St. Paul's Presbyterian Church, Guelph effective Aug. 31, 2020. This Dissolution being a Category 2 Dissolution. And that the Presbytery agrees to the terms of the Transition Agreement, including that the Transition Period begin on Sept. 1, 2020. And authorizes the Clerk of Presbytery to sign on behalf of the Presbytery of Waterloo-Wellington.
4. That the Presbytery ask the Congregational Health Committee to appoint an Interim Moderator to Westminster-St. Paul's Presbyterian Church effective no later than Aug. 1, 2020. With the hope that the Interim Moderator and the Rev. Karla Wübbenhorst might find ways to jointly moderate Session prior to that date.
5. That the Ministry Committee be empowered to appoint an individual to provide spiritual support to the Rev. Karla Wübbenhorst during the notice period and transition period.

Respectfully Submitted by:
 Rev. Edward Charlton
 Convenor of the Ministry Committee

Supporting Document: AGREEMENT BETWEEN:

The Presbytery of Waterloo-Wellington, The Presbyterian Church in Canada (hereinafter, the "Presbytery", which term includes officers, directors, agents, employees, members, successors and assigns and all related and affiliated organizations and their officers, directors, agents, employees, members, successors and assigns) OF THE FIRST PART; -and-

The Congregation of Westminster-St. Paul's Presbyterian Church, Guelph (hereinafter, the "Congregation", which term includes officers, directors, agents, employees, members, successors and assigns and all related and affiliated organizations and their officers, directors, agents, employees, members, successors and assigns) OF THE SECOND PART; -and-

*The Reverend Karla Wübbenhorst (hereinafter, the "Minister")
 OF THE THIRD PART.*

PREAMBLE

WHEREAS the Minister was called by the Congregation as minister of the Congregation and inducted into this ministry by the Presbytery on Sept. 11, 2005, and

WHEREAS the Minister was and continues to be in good standing as a minister of Word and Sacraments within the government of The Presbyterian Church in Canada, and

WHEREAS at a regular meeting of the Presbytery held on June 9, 2020, wherein representatives from the Congregation, representative elders and other ministers were present (the "Meeting"), a resolution was adopted that dissolved the pastoral tie between the Minister and the Congregation effective Sept. 1, 2020, and

WHEREAS the parties hereto wish to set out their obligations to each other as a result of the dissolution of the pastoral tie;

THEREFORE, in consideration of the obligations, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties acknowledge, confirm and agree that the foregoing recitals are true.

GENERAL

2. The parties hereto confirm that sufficient notice of the Meeting was provided and that each person in attendance had sufficient opportunity to express his or her opinions and all procedures adopted at such Meeting were proper.

3. The parties further acknowledge and confirm that each party shall continue to be bound by the "Policy for the Dissolution of Pastoral Ties" published in the Acts and Proceedings of the General Assembly of The Presbyterian Church in Canada, 1998, as may be amended from time to time.

4. The parties confirm that the minutes of the Meeting attached hereto as Schedule "A" are an accurate record of the decision of the Presbytery that confirmed the dissolution of the pastoral tie between the Congregation and the Minister.

5. The parties confirm that the Ministry Committee of the Presbytery was under authority to prepare this agreement.

RIGHTS AND OBLIGATIONS OF THE MINISTER

6. The Minister shall receive the following benefits for the period commencing Sept. 1, 2020 and terminating not earlier than Oct. 31, 2020 and not later than Nov. 30, 2021 (the "Transition Period"):

(a) Subject to the terms set out in this paragraph and in paragraph 8, the stipend which the Minister has received on a monthly basis during the 2020 and 2021 calendar years shall continue until the end of the Transition Period.

(b) The Minister shall continue to be paid her stipend by the Congregation on a monthly basis, on the first day of the month for that month.

(c) There shall be deducted from the Minister's stipend all standard deductions and remittances in the ordinary course.

(d) The Minister shall continue to be paid her housing allowance and the cost of utilities by the Congregation.

(e) The Minister shall continue to accrue increments of pensionable service, subject to the usual deductions from her stipend.

(f) Subject to approval by the plan provider and the terms and conditions of the applicable plan policies, the Minister shall continue to be eligible to receive medical and dental insurance coverage issued through The Presbyterian Church in Canada. It is important to note that this extended coverage excludes out-of-country emergency travel assistance. All other benefit coverage, including insurance for life, dependent life, accidental death and dismemberment, and long-term disability, shall cease after a period of eight (8) weeks, ending 26/10/20. The usual monthly deduction for the insurance noted above is taken off the Minister's monthly income continuance for this eight-week period.

The Minister is advised that she may be able to convert her group life insurance to an individual policy without providing proof of good health. Information about this conversion privilege may be obtained directly from the plan provider. The request must be made within 31 days of the end of the Minister's group life insurance coverage.

(g) The Minister shall be able to make use of study leave funds accumulated up to the beginning of the Transition Period pursuant to the regulations of the General Assembly of The Presbyterian Church in Canada for the portability of continuing education allowances, and must seek approval from the Presbytery, through the Interim Moderator, for the use of said funds.

(h) The Minister shall remove all personal effects from church premises and return any church property in the Minister's possession to the church by August 31, 2020 subject to the terms of section 6 (d).

7. It is understood and agreed that during the Transition Period, the Minister will exercise all diligence in obtaining another Call within The Presbyterian Church in Canada, or such other ministerial calling as she may choose, or a non-ministerial position. The Minister agrees immediately to notify the Presbytery in the event that she secures another position, ministerial or non-ministerial, at any time after the decision to dissolve the pastoral tie.

8. If, after the decision to dissolve the pastoral tie, the Minister secures another position in which, during the Transition Period, she receives new remuneration, or benefits in lieu of remuneration, which is considered permanent employment and which remuneration is the same as or exceeds the remuneration set out in paragraph 6 herein, the Minister agrees to notify immediately the Presbytery and all remuneration and benefits hereunder shall cease at the end of the month in which such other position commences, but in no case shall the remuneration and benefits outlined in this agreement be provided for less than two (2) months. The final payment of the remuneration set out in paragraph 6 herein marks the conclusion of the Transition Period. In no event shall the remuneration and benefits outlined in this agreement continue beyond the end of the Transition Period.

9. If, after the decision to dissolve the pastoral tie, the Minister secures another position in which, during the Transition Period, she receives new remuneration, or benefits in lieu of remuneration, which remuneration exceeds 10% of the remuneration set out in paragraph 6 herein, the Minister agrees to notify immediately the Presbytery and all remuneration and benefits hereunder shall be reduced by the amount the remuneration exceeds the 10% threshold at the end of the month in which the new remuneration is received, but in no case shall the remuneration and benefits outlined in this agreement be provided for less than two (2) months. In no event shall the remuneration and benefits outlined in this agreement continue beyond the end of the Transition Period.

10. *For greater certainty, it is understood and agreed that the Minister shall not be disentitled to receive the remuneration and benefits outlined in paragraph 6 unless, during the Transition Period, the Minister receives remuneration or compensation/benefits outlined in paragraphs 8 and 9 herein.*

11. *Upon receipt of a written request by the Presbytery, the Minister agrees to provide to the Presbytery an accounting of all amounts or benefits received by the Minister from ministerial or non-ministerial functions during the Transition Period. Such written request shall be given to the Minister by personal delivery, or by registered mail. The Minister agrees to provide such accounting within five (5) days following notification by the Presbytery to the Minister.*

12. *During the Transition Period, the Minister shall not be required to perform any ministerial functions within the Presbytery nor on behalf of the Congregation.*

13. *During the Transition Period, the Minister shall continue to be a member of the Presbytery and will be listed on the Appendix to the Roll of Presbytery.*

14. *The parties hereto agree to co-operate with each other in fulfilling their respective obligations herein.*

ACKNOWLEDGEMENT AND RELEASE BY THE MINISTER

15. *The Minister acknowledges and confirms the following:*

(a) *this agreement has been prepared in accordance with the decisions made at the Meeting;*

(b) *she accepts the terms of this agreement and in consideration of the payments and benefits provided herein, she hereby releases and forever discharges the Presbytery and the Congregation jointly and severally from and against any and all manner of claims, demands, actions, causes of action, liabilities, complaints, damages and otherwise which he had, now has, or hereafter may have, arising from, out of, or in connection with her ministry to the Congregation or the dissolution of the pastoral tie, including without limiting the generality of the foregoing, any remedies which may subsist in law, equity or under legislation, including The Workplace Safety and Insurance Act, The Ontario Human Rights Code, The Employment Standards Act 2000 and in particular payments for "severance", "notice" and "termination pay" under that Act's sections 57 and 64;*

(c) *she understands that if she should make any further claim or demand or commence or threaten to commence any action, proceeding or make any claim against the Presbytery and or the Congregation in respect of any matter contemplated by this agreement, this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint;*

(d) *she will not appeal to the Synod of Central and Northern Ontario and Bermuda within The Presbyterian Church in Canada, nor to the General Assembly of The Presbyterian Church in Canada, nor to any branch of the Synod of Central and Northern Ontario and Bermuda within The Presbyterian Church in Canada or the General Assembly of The Presbyterian Church in Canada;*

(e) *she has been given an opportunity to obtain independent legal advice with respect to the contents of this agreement and has done so or failed to do so of her own volition; and*

(f) *she acknowledges having read and understood the terms of this agreement, and she is signing this agreement freely, voluntarily, and without duress.*

MISCELLANEOUS

16. Any notices or demands hereunder shall be deemed to be received on the date of personal delivery or facsimile transmission, or five (5) business days following the date of mailing.

17. This agreement constitutes the entire agreement between the Minister, the Presbytery and the Congregation with respect to the subject matter of this agreement.

18. This agreement may not be amended except by a written instrument signed by all parties hereto.

19. This agreement shall be binding upon all parties hereto, and shall ensue to the benefit of each of the parties, and their respective heirs, executors, administrators, trustees, successors and assigns.

20. This agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

<i>Name of Minister</i>	<i>Signature</i>	<i>Date</i>

<i>Name of Witness</i>	<i>Signature</i>	<i>Date</i>

I have authority to bind the Presbytery of Waterloo-Wellington, The Presbyterian Church in Canada.

<i>Name of Clerk of Presbytery</i>	<i>Signature</i>	<i>Date</i>

<i>Name of Witness</i>	<i>Signature</i>	<i>Date</i>

I have authority to bind the Congregation of Westminster-St. Paul's Presbyterian Church, Guelph.

<i>Name of Clerk of Session</i>	<i>Signature</i>	<i>Date</i>

<i>Name of Witness</i>	<i>Signature</i>	<i>Date</i>

Congregational Health Team – Appendix “C”

Recommendation

That the pulpit(s) of Westminster-St. Paul's Presbyterian Church, Guelph be preached vacant on the first Sunday after September 1, 2020; and that the Clerk shall provide notice to the Clerk of Session.

Recommendation

That [---] be appointed interim moderator of the Session of Westminster- St. Paul's Presbyterian Church, effective August 1, 2020; and that the Clerk shall provide notice to the Clerk of Session.