

Session Meeting  
 First Presbyterian Church  
 Davenport, Iowa  
 October 19, 2020

The regular meeting of the Session of First Presbyterian Church of Davenport, Iowa was held on Monday, October 19, 2020. We continue to meet remotely due to statewide recommendations of social distancing and limitations on gatherings related to the COVID-19 pandemic.

Moderator Rev. Dr. Pam Saturnia, FPC Muscatine, called the meeting to order at 7:03 PM. A quorum was present. Elder Heather Calvert opened the meeting with devotions on Psalm 139.

	Class of 2020		Class of 2021		Class of 2022
P	<b>Samantha Crow</b> <i>Worship &amp; Music, Stewardship</i>	P	<b>Paula Burnett</b> <i>Hospitality &amp; Welcoming</i>	P	<b>Heather Calvert</b> <i>Adult Christian Education</i>
P	<b>Barbara Ehrmann</b> <i>Adult Christian Education</i>	E	<b>Dan Ellard</b> <i>Finance</i>	A	<b>Matthew Hennes</b> <i>Stewardship</i>
P	<b>Michael Ferris</b> <i>Worship &amp; Music</i>	P	<b>Jeffrey Gomez</b> <i>Congregational Development &amp; Fellowship</i>	P	<b>Matt Kabel</b> <i>Buildings &amp; Grounds</i>
E	<b>Richard Koos</b> <i>Personnel</i>	P	<b>Pete Madden</b> <i>Buildings &amp; Grounds</i>	P	<b>Jeanne Sherwood</b> <i>Hospitality &amp; Welcoming</i>
P	<b>Pamela Paulsen</b> <i>Finance</i>	P	<b>Diane Roebuck</b> <i>Christian Ed. &amp; Fellowship for Youth</i>	P	<b>Tom Spitzfaden</b> <i>Finance</i>
P	<b>RuthAnn Tobey-Brown</b> <i>Personnel</i>	E	<b>Karla Ruitter</b> <i>Congregational Development Fellowship</i>	P	<b>Vicki Stegall</b> <i>Christian Ed. &amp; Fellowship for Youth</i>
P	<b>James Woods</b> <i>Hospitality &amp; Welcoming</i>	P	<b>Don Wood</b> <i>Worship &amp; Music</i>		
P	<b>Mark Jones</b> <i>Clerk of Session, non-voting</i>	<i>P- present E-Excused A-Absent</i>			

Staff members:

P	<b>Rev. Pam Saturnia</b> <i>Moderator FPC Muscatine</i>	E	<b>Rev. Katie Styr</b> <i>Associate Pastor</i>	P	<b>Matthew Bishop</b> <i>Director of Music</i>
P	<b>Rev. Pat Halverson</b> <i>Parish Associate</i>	P	<b>Kristine Olson</b> <i>Finance Manager</i>	P	<b>Darren Long</b> <i>Facilities &amp; Custodial Supervisor</i>

Guests: The Members of the Synod Administrative Review Committee

- April Davis Campbell – Teaching Elder from the Presbytery of Twin Cities Area
  - David Feltman – Teaching Elder from the Presbytery of North Central Iowa
  - Matthew Sauer- Teaching Elder from the Presbytery of Winnebago
  - Pat Shipley – Ruling Elder from the Presbytery of Missouri River Valley
  - Kathy Terpstra – Ruling Elder from the Presbytery of Minnesota Valleys
  - Candace Adams – Teaching Elder from the Presbytery of Northern Plains
  - Diane Wilson -Ruling Elder from the Presbytery of North Central Iowa
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**On motion**, the agenda was approved as presented electronically with the addition of a meeting with the Synod of Lakes and Prairies Administrative Review Committee at 8 PM.

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**DEACONS' REPORT:** No report

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## **STAFF REPORTS**

### **Darren Long, Facilities and Custodial Supervisor**

- The insurance adjuster has inspected the roof for damage related to the derecho; a report is expected soon.
- Boiler work is being done.
- The county auditor's office has toured the facility in anticipation of the church being used as a polling place on November 3, 2020.
- Continues work with the Pandemic Task Force

### **Matt Bishop, Director of Music**

- Stump the Organist and Harpsichord concerts continue
- A new video project has begun highlighting choir members and their experiences in FPC choir; the first video has been put on Face Book; the end result will be a collection of the highlights into a video for recruitment of choir members.
- Choir has now had 3 outside rehearsals; virus cases are too high to think about indoor singing.
- PAS requests are coming back, a bit more slowly than usual.
- A previously approved virtual silent auction has been moved from December to March 2021, thought to be a better time for the event.

### **Kristine Olson, Finance Manager**

- Financials for September- 7th month in a row with net loss; YTD is still positive.
- Q3 giving statements we mailed on Friday (10/16)
- PPP Loan re-submitted first week of November.
- Budget Season discussions starting
- Stewardship drive starting
- Procedure Review - completing last of review items on Thursday (10/22)
- Open enrollment for employee benefits starts next week.

### **Rev. Katie Styr**

- Much of fall programming has begun
  - Women of Hope bible study has been meeting outside
  - ACE programs on Sunday morning continue on Zoom
  - Bible Basics 201 continues on Tuesday on Zoom
  - Sunday school for children is held weekly on Zoom
  - Youth groups are doing monthly mission projects in person as weather permits.
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## FINANCIAL REPORT

**Elder Tom Spitzfaden** presented the following information on the church's financial situation

- One informational point: Usually our “general fund” and our “cash position” mean the same thing; this year it may sometimes be different. One example: We have the cash from the PPP Loan but it does not show up in the general fund numbers until the loan is forgiven.
- Current status for calendar year 2020
  - Since going virtual, FPC general fund is losing about \$10K per month, expenses over income.
  - Because we had a good cash position going into when the pandemic restrictions began and having received the PPP loan, both the YTD general fund and YTD cash positions look acceptable.
- What will the rest of 2020 look like?
  - Potential positives
    - We often see end-of-year giving both a “catch-up for pledges and as members make additional year end gifts.
    - PPP loan forgiveness may occur this year and it will make the general fund look better.
  - Potential negatives
    - Will late end-of-year giving happen this year like in the past
    - Potential high cost expenses: elevator repair; roof repair; west wall of CE building repair.
  - Not paying for a head of staff for the next few months (about \$10K/month)
- What will 2021 look like?
  - Many unknowns
  - Anticipation of lower pledges.
  - General fund cash position might be OK going into the New Year.
  - What will the budget be?
    - The Session will decide
    - Committee chairs need to examine their priorities
  - It is the position of the Finance Committee that we cannot afford to pay the Bridging Pastor as much as we paid Rev. Galbraith due to anticipated lower pledges and monthly financial outcomes since we ceased in-person worship.
- Budgeting process
  - Past method was using an Ad hoc committee of church committee chairs.
  - Unless Session decides on a new method, this group should begin work in November
  - Chairs asked to forward available dates in November to Kristine Olson
- Raised the question on who establishes the pay for the Bridging Pastor. Should that be decided soon before the nominating committee comes with a candidate? Who decides – the nominating committee, Finance, or Personnel?
- We are facing capital expenses that may impact cash position. These costs would not be reflected in the general fund since the general fund is operating costs, not capital costs. These include our part of the cost for roof repairs after the insurance pays their part, elevator repairs, and potential repairs to the west wall of the CE building (brick and mortar). Note: Darren Long interjected that a recent inspection of the wall by John Gere indicated a less severe situation than originally thought.

	September 2020		September 2019	
	Actual	Budget	Actual	Budget
General Fund Income	45,680	50,150	57,877	65,185
Custodial Accounts Income	(28,035)	-	4,847	-
Compensation Expenses	44,168	50,348	60,787	66,321
Non Compensation General Fund Expenses	11,137	21,070	14,281	19,991
Custodial Accounts Expenses	(28,035)	-	4,848	-
<b>Surplus (Deficit)</b>	<b>(9,625)</b>	<b>(21,268)</b>	<b>(17,192)</b>	<b>(21,127)</b>
	2020 Year-To-Date		2019 Year-To-Date	
	Actual	Budget	Actual	Budget
General Fund Income	617,256	650,958	646,751	657,120
Custodial Accounts Income	75,570	-	67,737	-
Compensation Expenses	434,104	447,000	435,729	480,264
Non Compensation General Fund Expenses	121,826	184,250	170,133	228,107
Custodial Accounts Expenses	75,569	-	67,737	-
<b>Surplus (Deficit)</b>	<b>61,327</b>	<b>19,708</b>	<b>40,888</b>	<b>(51,251)</b>
All numbers are rounded.				

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## CONSENT AGENDA

- **On motion by Elder Pete Madden** and second, the Session approved the following items in the Consent Agenda by a unanimous vote.
  - Clerk's Report for the month of September 2020 (*A full copy of the September 2020 Clerk's report presented to the Session at the September 2020 Session Meeting can be found in the Appendix of the official 2020 Session minutes.*)
  - Minutes of the September 21, 2020 Session meeting.

## I. REQUESTS FOR ACTION:

### Requests Resulting in the Reduction of the Active Roll

Caroline Draper-Math  
Julie Hogenson  
Alyssa Horvath  
Anthony Horvath  
Andy Keenan  
Debbie Keenan  
David McClure

Request to be Removed from Active Roll  
Transferring to Our Savior Presbyterian, Princeton, IA  
Transferring to Our Savior Presbyterian, Princeton, IA  
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## II. CHANGES TO THE REGISTERS:

### Deaths

Bob Gaston  
Nancy Van Hook  
Richard "Dick" Whisler  
Home and

### Date

September 11, 2020  
September 12, 2020  
September 30, 2020

### Officiated by

Weert's Funeral Home  
Rev. Katie Styr (offsite)  
Wheelan-Pressly Funeral  
Crematory

## III. COMMUNION RECORD:

### Drive Up Communion

Communion was served to 25 people on Wednesday, September 2, at the 7:00 PM Drive-up service by Rev. Mark Galbraith.  
Communion was served to 17 people on Wednesday, September 9, at the 7:00 PM Drive-up service by Rev. Katie Styr.  
Communion was served to 10 people on Sunday, September 13, at the 9:00 AM Drive-up service by Rev. Pat Halverson.  
Communion was served to 14 people on Wednesday, September 16, at the 7:00 PM Drive-up service by Rev. Katie Styr.  
Communion was served to 8 people on Sunday, September 20, at the 9:00 AM Drive-up service by Rev. Joyce Chamberlain.  
Communion was served to 15 people on Wednesday, September 23, at the 7:00 PM Drive-up service by Rev. Katie Styr.  
Communion was served to 20 people on Sunday, September 27, at the 9:00 AM Drive-up service by Rev. Joyce Chamberlain.  
Communion was served to 11 people on Wednesday, September 30, at the 7:00 PM Drive-up service by Rev. Joyce Chamberlain.

### **Other Business of the Clerk – Mark Jones, Clerk**

- A letter from Carolyn Draper-Math was shared with the Session indicating she is leaving FPC.
- The regularly scheduled Session meeting in December is Monday, December 21, 2020. This is Christmas week. Would Session consider moving the date? On consensus, the meeting date was moved to Monday, December 14, 2020, at 7 PM.

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## REPORTS

### **Stewardship Committee**

- **Elder Samantha Crow**, Stewardship Chair
  - The Stewardship letter has been mailed and generally well received.
  - Pledge cards are being returned; a few containing some negative comments
  - The plan for mailing weekly postcards begins this next week.
  - Church officers are encouraged to pledge early.

### **Bridging Pastor Nominating Committee**

- Pam Saturnia, Moderator, reported on behalf of the Bridging Pastor Nominating Committee that the committee was meeting concurrently with our Session meeting.

### **Personnel Committee**

- Elder Ruth Ann Toby Brown, on behalf of the Personnel Committee, moved the approval of Independent Contractor Agreements with Rev. Dr. Pam Saturnia and Rev. Pat Halverson.

Elder Tobey Brown presented changes to the agreements as published ahead of the meeting. Full copies of the Agreements to be approved are appended to these minutes.

- Changes to the contract for Rev. Saturnia
  - Title change to Rev. Dr. Pam Saturnia.
  - In Description of Services strike “Prepare and Preach worship services.”
  - Compensation for moderating Session (and congregational meetings) is \$75; mileage is paid at IRS rate if in person.
  - Compensation for meeting with Staff is \$75; mileage is paid at IRS rate if in person.
  - All other Zoom meetings are \$30.
- Changes to the contract for Rev. Halverson
  - Compensation for worship services changed to \$150 (what it has been in prior past).
  - Compensation for Pastoral Care changed to \$25 per hour plus mileage at IRS rate.

Following discussion, **the agreements were approved by unanimous vote.**

- Elder Toby Brown asked for clarification from Session on the preferred method for approving professional expenses (ex. books, CE) for the Head of Staff. In the past this was often done by the Chair of Personnel. Such expenses for other staff are approved by the Head of Staff or the Personnel Committee.

Elder Pam Paulson **moved that professional expenses by the Head of Staff, including an Interim Head of Staff, or Bridging Pastor, be approved by the Personnel Committee.** A second was received. With discussion, an amendment was accepted by Elder Paulson and the second, with consensus of the body, to **include a reporting of approved expenses to the Session.** The **motion was unanimously approved.**

## **OLD BUSINESS**

### **COVID-19 Pandemic Task Force Report**

- **Elder Heather Calvert, on behalf of the Pandemic Task Force presented the following motion:**

**The Pandemic Task Force moves** that we open Von Maur Hall, the Parlor, the Fireplace Room, and Fellowship Hall for groups of up to 15 people. Masks are required, as well as social distancing, for meeting up to 45 minutes. Someone from the group must be at the door to let them in, and attendance will be taken. Each participant signs in. A group leader will make sure everyone leaves, and returns the attendance sheet to the office. Reservations are required, and the form is available online. It is an expectation that attendees will stay in the room they are assigned to. No food or drink allowed. One infraction and the group will not be allowed to meet again. This will be enforced by the Head of Staff.

Elder Calvert reviewed the key elements to the motion. The primary purpose is to allow small groups to meet inside the church in a safe manner. Some individuals have expressed interest in using the building. Church has acquired air filtration equipment that helps. Motion

attempts to consider all aspects of the meeting including entering and exiting the building. The number of meetings in a day will be limited to help keep staff safe.

**The motion was approved by unanimous vote.**

- Elder Calvert provided an **update on the use of FPC as a polling place** for the November 3, 2020 election. The Davenport police department was contacted about security. They indicated they are aware of all polling places but do not routinely attend the sites to avoid appearances of having any influence over the voting process. Elder Calvert said the Task Force has reviewed the processes to be followed and feel any concerns have been adequately addressed and the church is ready to participate as a polling place.
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At 8:00 PM, we welcomed the **Administrative Review Committee (ARC)** from the Synod of Lakes and Prairies to our meeting.

- Following greetings from the ARC, they indicated that their plan for the meeting was to read to us the letter received by the FPC Session from the Presbytery of East Iowa Ministers and Congregations Committee (MCC) on October 1, 2018. This letter has not been shared with most of the members of the current Session.
- Rev. Matt Sauer, ARC, indicated the letter can now be shared as the Session elects. The Session needs to decide what will be kept confidential and what will be shared.
  - Question from FPC Elder: FPC Session initially told the confidentiality was important in protection from liability. Can we still be liable for what might be shared?
  - Response from ARC: Cannot speak to all documents, but the letter of October 1, 2018 can be shared. However, that doesn't mean some individuals might find the information as inaccurate and maybe libelous. The only information that ARC has reviewed that cannot be shared is the report about Richard Miller mentioned in the October 1, 2018 letter.
- A copy of the October 1, 2018 letter from PEIA to FPC is available in the Appendix to the 2020 bound records.
- The letter was read in its entirety.
- The following is a summary of comments and opinions, questions, and informational exchanges.
  - **FPC Elder comment:** The investigation mentioned in the letter was not completed before this letter was written. It was written largely from information provided by Rev. Richard Miller and from the perspective of PEIA. At this point, Rev. Miller had an advocate at Presbytery but FPC did not. More perspectives on the events leading up to this October 1, 2018 letter are needed. We have not yet heard the perspective of the CG&P Committee. Minutes were kept of the meetings where the letter says none were kept.
  - **Question from ARC:** Does this letter help with your understanding? **Response:** Several elders commented that the information was new and helpful to begin the process of understanding.
  - **Question from ARC:** What actions were taken by the Session following receipt of this letter? **Response:** Followed most of what was requested in the letter including informing the FPC insurance carrier, informing the FPC church staff, and asking the members of the CG&P committee to resign from Session. A new Personnel Committee was put in place (elders and congregational members).

- **Comments and clarifications about the Administrative Commission (AC) from PEIA:** They began attending Session meetings in early 2019. They did not take jurisdiction over the church. That would have meant they would act as Session of FPC and they did not do that. They did continue to attend Session meetings for quite some time. The AC was given jurisdiction over the judicial process.
- **Question from the Clerk:** The letter mentions a secret meeting but at least one meeting was attended by the full CG&P committee, Rev. Miller, and PEIA representatives. Did that represent a secret meeting? **Response:** The note of secret meetings seemed to refer to other meetings than that attended by the people mentioned. It may also refer to the meeting as being a secret to the Session.
- **Reminder from ARC:** Remember that the letter may seem one-sided without other information. The ARC is not affirming everything in the letter. The letter is one of the reasons for the judicial appeal and for the questions that FPC Session created for Synod. Synod will walk through some of the other information at future meetings.
- **Question from ARC:** This letter led to a formal complaint by Harry Hoyt. Does the Session have the documents submitted by Harry Hoyt with his complaints? **Response:** They were distributed but most current members do not have copies. Members of Session requested them. These documents will be gathered and distributed. **Response from ARC:** These documents can provide a different perspective which Session members say is missing from the PEIA letter of October 1, 2018. Because of the volume, the Session will need to review them on their own. It is too much information to review in our joint meetings.
- **FPC Elder comments** on the tone of the meeting of October 1, 2018: The letter may seem straight forward and maybe even “simple.” It was more complicated than the letter makes it sound. The meeting was very tense. The Session felt pressured to act. It felt heavy handed on the part of PEIA with no room to do anything but act as requested. This started an adversarial relationship between FPC Session and PEIA. Some felt the Session was asked to take action without being given all of the information to do act with proper consideration.
- **Additional comments about relationship with PEIA:** Members of PEIA continued to attend Session meetings through August of 2020, even after the AC stopped. Some may have been at the invitation of the Interim Pastor. Through most of this time, the Session was told that no action could be taken until the judicial process was completed. No PNC would be approved. Recommended Session take action against a member who was speaking out. Our current relationship with PEIA is no better than it has been in the past 2 years. At one particular meeting (February 2020), Session felt scolded and insulted for not supporting the Interim Pastor. Session meetings when AC was present were long and tense. Session felt they were told how to respond to issues that arose. Our Interim Pastor often asked PEIA for help with polity issues. Very stressful Session meetings. Having congregational meetings where nothing could be shared puts the congregation and Session in an awkward position.
- **Question from ARC:** What additional questions does this October 1 letter bring to mind? **Response:** The need to hear other perspectives on the events around October 1, 2018.
- **Question from ARC:** Has the Session received performance reviews in the past? If not, should that change? **Response:** Session generally did not see performance reviews. The



responsibility for performance reviews, in general, was given to the CG&P Committee. General information may have been shared with Session. Richard Miller did share some information regarding his performance reviews with Session in early 2008. Session was given some performance review information after the October 1, 2018 letter. One elder remembers that this practice dates back to much earlier personnel issues when it was decided that confidentiality was difficult to maintain with all of Session knowing of the performance review and more delicate information was yielded to the CG&P Committee. **Response:** Yes, changes have occurred already. Annual performance reviews are done by the Personnel Committee and shared with Session.

- **Final comments:** One elder remembers a comment from someone from PEIA that said we were a broken church and wouldn't have good choices for a new pastor. We need to know we are not broken. We need to rebuild HOPE among the congregation. Meetings with ARC have helped. We feel heard. Help from ARC greatly appreciated.
  - ARC will meet with us again. With upcoming holiday season, it is not sure when the ARC may be able to schedule this. At the next meeting they hope to begin looking at the 9 questions previously sent to Synod. They are interested that all sides have the same information. They are interested in a healthy FPC and a healthy PEIA. We probably will continue to meet as a part of our regular Session meetings. ARC will communicate with us about a future meeting. The ARC left our meeting at 9:10 PM with our thanks.
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## NEW BUSINESS

- **On motion and second**, the CE Task Force was decommissioned with a unanimous vote. The CE Task Force was formed in mid-2019 to find a CE director. They brought in a candidate in December 2019. In early 2020 the Session determined the church did not have the funds to hire a new staff person. The CE Task Force began discussions with Associate Pastor Katie Styrk to change her call to be the Associate Pastor for Christian Education. That change was completed with the approval by the congregation in August 2020 and concluded the CE Task Force's work.
  - **On motion and second**, Elders Ruth Ann Tobey Brown, Vicki Stegall, and Paula Burnett were elected Commissioners to the 194<sup>th</sup> Stated Meeting of the Presbytery, Thursday, November 19, 2020.
  - **On motion and second**, the Session called a Congregational Meeting for January 3, 2021, at 10:45 AM for the purpose of election of officers. Elders Samantha Crow and Jeffrey Gomez encourage Session members to forward recommendations to them for elders and deacons.
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**ADJOURNMENT** – On motion, the meeting was adjourned at 9:25 PM with prayer by Moderator Saturnia.

The next regularly scheduled meeting of the Session of First Presbyterian Church, Davenport, Iowa will be held on November 16, 2020 at 7:00 PM.



## **FIRST PRESBYTERIAN CHURCH OF DAVENPORT INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“Agreement”) is entered into as of October \_\_\_\_, 2020 by and between First Presbyterian Church of Davenport located at 1702 Iowa Street Davenport, Iowa 52803 (“Church”) and Rev. Dr. Pam Saturnia with a principal address of \_\_\_\_\_ (“Contractor”).

### **1. Services**

1.1 **Nature of Services.** Contractor will perform the services, as more particularly described in Exhibit A, for Church as an independent contractor (the “Services”). The Services have been specifically requested by the Church. Contractor will perform such service in a diligent and workmanlike manner and in accordance with the schedule, if any, set forth in Exhibit A. The content, style, form and format of any work product of the Services shall be completely satisfactory to Church and shall be consistent with Church’s standards. Except as specified in Exhibit A, Church agrees that Contractor’s service need not be rendered at any specific location and may be rendered at any location selected by Contractor.

1.2 **Independent Contractor.** The parties agree and acknowledge that the Contractor is and will remain an independent contractor of the Church, and that Contractor will not be an employee of the Church. The Contractor will be responsible for training, hiring, supervising, and paying salaries for agents, employees or other personnel who the Contractor may need to assist the Contractor in the provision of Services. The Church will not be responsible for withholding taxes in connection with any payments made to the Contractor hereunder. The Contractor will have no right to or claim against the Church hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind. The Contractor agrees to report as self-employment income all monies received from the Church under this Agreement. The Contractor has complied and will comply with all federal, state and local laws regarding business permits and licenses that may be required to perform the Services.

**1.3 Compensation and Reimbursement.** Contractor shall be compensated and reimbursed for the Services as set forth in Exhibit B. No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been approved in advance by Church in writing. Contractor shall be solely responsible for any and all taxes, Social Security contribution or payment, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. Contractor hereby indemnifies and holds Church harmless from any claims, losses, costs, fees, liabilities, damages or injuries suffered by Church arising out of Contractor’s failure with respect to its obligations in this Section 1.3.

2. **Representations and Warranties.** Contractor represents and warrants to Church that: a) Contractor has full power and authority to enter into this Agreement including all rights necessary to make the foregoing assignments to Church and b) Contractor will not violate the terms of any agreement with any third party by entering into this agreement.

3. **Termination of Agreement and Term.** This agreement shall be effective from the date first listed above for the period set forth on Exhibit A, or until completion of the Services, as applicable, unless sooner terminated by either party in accordance with the terms and condition of this Agreement. (“Term”). This Agreement is terminable by either party at any time, with or without cause, effective upon notice to the other party. If Church exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that Church shall be obligated to compensate Contractor for work performed up to the time of termination. IF Contactor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately. Additionally, this Agreement shall automatically terminate upon Contractor’s death. In such event, Church shall be obligate to pay Contractor’s estate or beneficiaries only the accrued but unpaid compensation and expense due as of the date of death.

4. **Additional Provisions.**

4.1 **Governing Law and Attorney’s Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

4.2 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of, the successors, executors, heirs, representative, administrators and permitted assigns of the parties hereto. Contractor shall have no right to assign this Agreement or otherwise delegate the performance of the Services without Church’s prior written consent which may be withheld as Church determines in its sole discretion.

4.3 **Severability.** I any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties. CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. CONTRACTOR HAS COMPLETELY FILED OUT EXHIBITS TO THIS AGREEMENT.

**CONTRACTOR:**

**CHURCH:**

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Rev. Dr. Pam Saturnia

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Ruth Ann Tobey Brown  
Chair, Personnel Committee

**EXHIBIT A**  
**Description of Services**

Independent Contractor Agreement between First Presbyterian Church of Davenport (“Church”) and **Rev. Dr. Pam Saturnia** (“Contractor”)

**Services to be provided by Contractor** (Additional Services may be added by parties by mutual agreement in writing):

- Serve as interim Head of Staff
- Moderate Session meetings
- Perform administrative duties that would normally be done by a Head of Staff.
- Other tasks and projects as assigned.

**EXHIBIT B  
Payment**

**Compensation**

**Church shall pay Contractor as follows:**

- **Moderate Session meetings** **\$ 75.00 (2)**
- **Meet with staff on site** **\$75.00 (1)**
- **All other Zoom meetings** **\$30.00**
- **Mileage reimbursement** **current IRS rate**

(1) Plus mileage

(2) Plus mileage unless the meeting is conducted via Zoo and if so, \$75.00 with no mileage

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### **2. Services**

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2.2 **Independent Contractor.** The parties agree and acknowledge that the Contractor is and will remain an independent contractor of the Church, and that Contractor will not be an employee of the Church. The Contractor will be responsible for training, hiring, supervising, and paying salaries for agents, employees or other personnel who the Contractor may need to assist the Contractor in the provision of Services. The Church will not be responsible for withholding taxes in connection with any payments made to the Contractor hereunder. The Contractor will have no right to or claim against the Church hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind. The Contractor agrees to report as self-employment income all monies received from the Church under this Agreement. The Contractor has complied and will comply with all federal, state and local laws regarding business permits and licenses that may be required to perform the Services.

**1.3 Compensation and Reimbursement.** Contractor shall be compensated and reimbursed for the Services as set forth in Exhibit B. No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been approved in advance by Church in writing. Contractor shall be solely responsible for any and all taxes, Social Security contribution or payment, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. Contractor hereby indemnifies and holds Church harmless from any claims, losses, costs, fees, liabilities, damages or injuries suffered by Church arising out of Contractor’s failure with respect to its obligations in this Section 1.3.

2. **Representations and Warranties.** Contractor represents and warrants to Church that: a) Contractor has full power and authority to enter into this Agreement including all rights necessary to make the foregoing assignments to Church and b) Contractor will not violate the terms of any agreement with any third party by entering into this agreement.

3. **Termination of Agreement and Term.** This agreement shall be effective from the date first listed above for the period set forth on Exhibit A, or until completion of the Services, as applicable, unless sooner terminated by either party in accordance with the terms and condition of this Agreement. (“Term”). This Agreement is terminable by either party at any time, with or without cause, effective upon notice to the other party. If Church exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that Church shall be obligated to compensate Contractor for work performed up to the time of termination. IF Contactor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately. Additionally, this Agreement shall automatically terminate upon Contractor’s death. In such event, Church shall be obligate to pay Contractor’s estate or beneficiaries only the accrued but unpaid compensation and expense due as of the date of death.

4. **Additional Provisions.**

4.1 **Governing Law and Attorney’s Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

4.2 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of, the successors, executors, heirs, representative, administrators and permitted assigns of the parties hereto. Contractor shall have no right to assign this Agreement or otherwise delegate the performance of the Services without Church’s prior written consent which may be withheld as Church determines in its sole discretion.

4.3 Severability. I any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties. CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. CONTRACTOR HAS COMPLETEL FILED OUT EXHIBITS TO THIS AGREEMENT.

**CONTRACTOR:**

**CHURCH:**

\_\_\_\_\_  
Pat Halverson

\_\_\_\_\_  
Ruth Ann Tobey Brown  
Chair, Personnel Committee

**EXHIBIT A**

**Description of Services**

Independent Contractor Agreement between First Presbyterian Church of Davenport (“Church”) and **Rev. Pat Halverson** (“Contractor”)

**Services to be provided by Contractor** (Additional Services may be added by parties by mutual agreement in writing):

- Prepare and Preach worship services
- Provide Pastoral Care and other Services
- Other tasks and projects as assigned.

**EXHIBIT B  
Payment**

**Compensation**

**Church shall pay Contractor as follows:**

- **Pulpit supply and worship leadership** **\$150.00 (1)**
- **Pastoral Care and other Services** **\$25.00 /hour (1)**
- **Mileage reimbursement** **Per IRS rate**

(3) Plus mileage