

THE NORTH TEXAS ANNUAL CONFERENCE POLICIES

ADOPTED JUNE, 2019

The Policy Handbook is intended to provide easy access to the most up-to-date information on the policies adopted by the North Texas Annual Conference. These policies cover a wide range of topics that are of importance to the laity and clergy of the annual conference. The policies contained here are as follows:

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CONFERENCE-WIDE PROPERTY & LIABILITY INSURANCE PROGRAM

In response to requests for help from several local churches and after a great deal of study and discussion over many years, the 2006 Annual Conference session voted to establish a conference-wide property and liability insurance program through the group captive established by GCFA known as UM PACT. State regulations governing group captives required each annual conference to provide a capital contribution to the captive.

In April, 2011, GCFA created United Methodist Insurance (UMI) as a single -captive with the intent of providing greater insurance coverage opportunities and savings. By the end of the second quarter of 2012, UMI assumed all of the assets and liabilities of the UM PACT program and retained its risks and coverage. Although the North Texas Conference is no longer participating in the UMI program, we do continue to have an asset in the form of a surplus note of approximately \$449,000 held with UMI from our capital contribution. We expect this contribution eventually to be returned to our conference.

In 2011, the unusually high loss experience over the preceding five years led to a premium increase of 23% over the previous year, along with an increase in deductibles from a flat \$1,000 across the board to a wind and hail damage deductible of 2% per building with a cap of \$50,000 per building per occurrence on our October 1, 2011, insurance renewal with UMI. Under the direction of the Bishop, the Core Leadership Team, and the Council on Finance and Administration (CF&A), an Insurance Advisory Team (IAT) was created to negotiate this program on behalf of the churches of the North Texas Conference. The initial IAT was a six-member task force composed of experienced property and liability insurance professionals who were not current broker/agents, directors, or otherwise beneficiaries of any sort of insurance carrier so that they might act on behalf of the churches of the North Texas Conference without any conflict of interest. Over the course of the next several months, the IAT entered into negotiations with UMI over our existing insurance programs. In addition, they secured the services of a local commercial broker, MHBT, in order to obtain a competitive bid on our lines of coverage.

In 2011, the IAT presented to CF&A their recommendation that we move all lines of property and liability insurance coverage to MHBT. CF&A voted unanimously to accept the recommendation of the IAT and to ask that this short-term task force be an ongoing advisory team tasked with the work of review and continued negotiation of our insurance needs, reporting directly to CF&A. The actions of the 2012 General Conference moved that oversight responsibility to the Board of Trustees.

Fortunately for our churches, the Property and Liability insurance was moved to a new carrier on April 1, 2012. On April 3, 2012 the Dallas area experienced the eighth most expensive storm in the last forty years of Texas weather history. And on June 16th, the Dallas area was again hit with what proved to be the fifth most expensive insurance loss for Texas. Both of these storms ranked above the Bastrop Wildfires in terms of total losses for the insurance industry. Had we remained under our previous carriers, our churches would have experienced deductibles of approximately \$1,405,611 on the hail claims alone based on the 2% of building value deductible. Instead, our churches paid a total of \$74,260 in 2012 deductibles on these same losses under our new insurance policy. We are facing a very hard market for property insurance lines due to the recent storms, particularly in Dallas and Wichita Counties. The Insurance Advisory Committee is working very hard to provide our churches with coverage that protects their ministry dollars.

Our loss experience in 2013 improved significantly, resulting in a smaller-than-expected increase in premiums for the 2014-2015 year. Although we experienced significant storms in 2014 and related hail losses, the restructuring of the insurance program that allows the conference to cover more of the first dollar losses allowed us to keep the increase in property insurance to an average of just under 5%. We did

experience larger increases in General Liability and Auto, causing an overall increase of just under 8% for the 2015-2016 year.

The 2015-2016 year turned out to be very costly with historic floods in the spring, December tornadoes, numerous hail storms, and two churches burning to the ground. In spite of such catastrophic damages, the Self-Insured Retention allowed the conference to keep the overall increase in property insurance at slightly less than a 4% increase.

The 2016 -2017 year also turned out to be very costly with hail storms in the spring of 2016, and again in March of 2017. These storms included baseball- and softball-sized hail that damaged churches from Wichita Falls to Collin County. Fortunately, Dallas County fared a little better this year. The total increase to the churches for 2017-2018 was just under 7%, which included a 15% increase in property but significant decreases in liability and worker's comp.

The 2017-2018 renewal shifted the first dollar loss of claims to the conference from 1.5 million to 2.5 million, with an increase in the deductible to \$25,000. The conference maintains a GAP fund included in the calculation of the bills to cover this first dollar loss as well as the differential in the cost of the deductible per campus charged to the conference, as opposed to the deductible charged to the individual churches. While the market calls for a deductible of 1% of the Total Insured Value (TIV) in general, this GAP fund allows us to keep the deductible charged to the local church at an amount not to exceed .2% in recognition of the hardship most of our churches would face in trying to fund up to 1% in the event of a loss. The overall increase in premiums across the board was held at about 3% for the 2018 year, given this structure. Our property loss experience was very good for the 2017-2018 year, allowing us to build a cushion into the GAP reserve.

Because of continuing concern over the vulnerability of our churches in today's litigious society and realizing that all of the other churches are at risk when some are without adequate coverage or limits, the Trustees are convinced that a mandatory, conference-wide program is the best way to protect all North Texas Conference churches in case of property losses or issues leading to liability claims. The Trustees desire to do everything possible to keep our churches out of harm's way and to enhance our protection of ministry and mission.

CULTURAL, HISTORICAL, OR ARCHITECTURAL LANDMARK

The following processes are established as the policy of the North Texas Annual Conference regarding the seeking and approval for the historic designation of church property.

1. Any Church Board of Trustees which voluntarily wishes to pursue the designation of an historical marker for its location shall research the United Methodist Historic Site designation procedures, requirements, and benefits first, before pursuing governmental historical designations that may unnecessarily restrict the ability of the local church to carry out its primary mission of making disciples of Jesus Christ in the world.
2. Any Church Board of Trustees which has determined that the United Methodist Historic Site designation is not sufficient for their church building and therefore voluntarily determines to pursue governmental historical designations shall
 - a. Comply with the provisions of ¶s 2515, 2539, 2540, 2541, and/or 2543 (as appropriate) of *The 2016 Book of Discipline of the United Methodist Church*, just as if such land-marking were a sale of the property, as it commits the annual conference to cooperate with a governmental body in the maintenance, restoration, repair, or sale of the building; and
 - b. Obtain the consent of the bishop and a majority vote of the district superintendents, approving such a voluntary land-marking of church-owned property.
3. In the event the local church fails to comply with the steps laid out in Sections 1 and 2 of this resolution, on behalf of the North Texas Annual Conference, the Annual Conference Board of Trustees, as the designated successor in interest to church-owned property held in trust for The United Methodist Church under ¶2549.3 of *The 2016 Book of Discipline of The United Methodist Church*, and as the designated agency “to intervene and take all necessary legal steps to safeguard and protect the interests and rights of the annual conference anywhere and in all matters relating to property and rights to property” of any of its agencies, organizations, or local churches under ¶2512.4, is directed to intervene, at the request of the superintendent of the district in which the affected property is located, to oppose any governmental effort to involuntarily designate any such property as a cultural, historical, or architectural landmark. This intervention may include engaging such legal or professional counsel as is needed. Such intervention may include opposing such land-marking designation in any or all state or federal courts, if necessary and appropriate. The Annual Conference Board of Trustees may, at its discretion, undertake such intervention by financial assistance to the affected board of trustees.


ACCOUNTABLE REIMBURSEMENT POLICY


The following resolution is hereby adopted by the Council on Finance and Administration of the North Texas Annual Conference of The United Methodist Church. It will be effective for the calendar year 2015 and all future years unless specifically revoked or superseded.

All lay and clergy employees will be reimbursed for ordinary and necessary business expenses incurred in the performance of his or her responsibilities when he/she substantiates the amount, business purpose, date, and place of the expense.

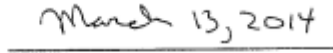
This substantiation must be provided to the conference treasurer within sixty (60) days of incurring the expense. The individual must return to the Conference Office any amounts received in excess of the substantiated expense within one hundred twenty (120) days of receipt.


The Conference Office will not report any properly substantiated reimbursement payments as income on any Form W-2.

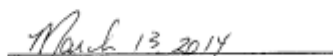

Bishop Michael McKee
Bishop, North Texas Annual
Conference of the United
Methodist Church


Date


Rev. Dr. J. Clayton Oliphint
President, Council on Finance
And Administration


Date


Rev. Jodi Smith
Treasurer, North Texas Annual
Conference of the United
Methodist Church


Date

ANNUAL CONFERENCE MOVING FUND POLICIES AND PROCEDURES

Funding

The North Texas Conference has a “Moving Fund” paid through a Conference apportionment. This fund shall be of sufficient amount to pay for the number of qualifying moves in any given year. In this section on Annual Conference Moving Fund, “clergy” refers to those entitled to funding from the moving fund, as described more specifically in section 2 below.

For eligible full-time moves, payment will be made as follows:

- for the actual cost up to 40% of Texas Max 3 Tariff as stated in the “Moving Allowance Chart” (which shall automatically reflect any changes in the Texas Max 3 Tariff);
- Replacement Cost Insurance for an estimated value of the shipment up to \$50,000 will be provided for all full-time moves. (The additional cost of a shipment value of \$50,001- 100,000 may be taken out of the stipend);
- A \$300 stipend is also available which may be used for other documented moving expenses that the clergy family incurs.

For eligible part-time moves, payment up to a total of \$500 will be made for a moving company and personal expenses.

Eligibility for Funding

1. Those elders in full connection, provisional elders, associate members, or full-time local pastors who are appointed to a local church in the North Texas Annual Conference, and other elders in full connection, provisional elders, associate members, or full-time local pastors for whom the North Texas Annual Conference is the salary paying unit (such as District Superintendents, Conference Staff, Wesley Foundation Directors, etc.) shall be eligible to receive funds.
2. Retiring elders in full connection, provisional members, commissioned ministers preparing for ordination as elders in full connection, associate members, or full-time local pastors shall be eligible to receive funds for one move into housing not already owned or supported by a local church after retirement, up to the maximum amount allowable. Retired elders in full connection, provisional members, commissioned ministers preparing for ordination as elders in full connection, associate members, and local pastors who are appointed by the Bishop to serve active, full-time appointments shall be eligible for moves up to the maximum amount allowed. In circumstances in which a clergy member planning to retire moves prior to the retirement date, reimbursement for a move made within one year prior to the retirement date shall be made upon retirement, contingent upon the presentation of documentation of costs incurred.
3. Less than full-time appointments to local churches with parsonages will be allocated up to \$500 per move.
4. If an elder in full connection, provisional member, commissioned minister preparing for ordination as elder in full connection, associate member, or full-time local pastor from another conference is to be appointed to a local church in the North Texas Annual Conference, the North Texas Annual Conference will pay the cost of the move from the border of the North Texas Conference, up to the maximum amount allowed.

5. If an elder in full connection, provisional member, commissioned minister preparing for ordination as elder in full connection, associate member, or full-time local pastor of the North Texas Annual Conference transfers to another conference, and the receiving conference does not pay the full cost of the move, the North Texas Conference will pay the cost of the move to the border of the North Texas Conference, up to the maximum amount allowed.
6. Those elders in full connection, provisional members, commissioned ministers preparing for ordination as elders in full connection, and associate members, or full-time local pastors who go on Leave of Absence, or who surrender their credentials, either voluntarily or involuntarily, will not be eligible to receive any North Texas Annual Conference moving funds, except in the case of those going on disability leave or the family of an elder in full connection, a provisional member, a commissioned minister preparing for ordination as an elder in full connection, an associate member, or a full-time local pastor who dies while under appointment who shall be eligible to receive funds for the initial move into housing not already owned or supported by a local church, up to the maximum amount allowable.
7. Those persons who change or move houses, but who do not change appointments, will not be eligible to receive any North Texas Conference moving funds.
8. Those persons who change appointments, but who do not change houses, will not be eligible to receive any North Texas Conference moving funds.
9. If either or both clergy of a clergy couple living in one house change appointments and move to one house, they will be eligible to receive funds for only the cost of the one move, up to the maximum amount allowable. If two houses are involved, at either the beginning point or ending point, they will be eligible to receive funds for both moves, each up to the maximum amount allowable.
10. In no case shall the Conference pay more than the actual documented expense of any eligible move.

Method of Payment

A list of movers that will bill the Annual Conference directly will be provided by the receiving District Superintendent in the annual Moving Packet. All expenses that are within the Annual Conference Allowance will be billed directly to the Annual Conference by those moving companies. The receiving church and moving clergy/family will not be responsible for any part of the expense that is within the Annual Conference Allowance. If a moving company is used that will not bill the Annual Conference directly, then the moving clergy/family is responsible for the bill and will be reimbursed by the Annual Conference for all documented expenses that are within the Annual Conference Allowance. Any documented expenses paid by the moving clergy/family are to be submitted to the receiving District Superintendent. The receiving District Superintendent shall then submit these documented expenses to the Annual Conference Treasurer. The Annual Conference Treasurer will be the final arbitrator concerning any question about moving costs, documentation, or payments. The Conference Treasurer shall issue payment to the moving company or the entity that incurred the expense.

A written estimate must be submitted to the receiving District Superintendent by June 15 for Annual Conference moves in July and within one week of the announcement of a mid-year move. The District Superintendent will then give approval to the moving company or the entity incurring the expense for the move. Arrangements for payment of any expenses in excess of the Annual Conference Allowance must be made prior to the move.

Moving Procedures

1. **Receiving DS** gives to the clergyperson the Moving Packet which includes Moving Procedures, moving companies that will bill the Annual Conference, and the current Moving Allowance sheet.
2. **Clergyperson gets estimates from at least two moving companies** of his/her choice and chooses the one he/she wishes to use. He/she can work out payment with the Annual Conference if the company is not on the list by having the mover call Susannah Cajuat in the Conference Treasurer's office at 972-526-5000.
3. **Clergyperson submits the estimates** (including his/her choice) to the receiving DS for approval with an estimate of other expenses that may be incurred.
4. **Receiving DS approves the move and calls the moving company** with that approval by **June 15** or as soon as the clergyperson gets the estimate with a mid-year move.
5. **Receiving DS mails** copies of chosen estimate, DS Check Sheet, Moving Company Information Sheet and Moving Insurance Information Sheet to Conference Treasurer.
6. **Receiving DS mails** Conference Treasurer copies of any expenses incurred by clergy or receiving charge.
7. **Conference Treasurer** reimburses eligible expenses and pays moving companies.

2020 MOVING ALLOWANCE (based on 12,000 pounds)		
Miles	Texas Tariff Max 3	2020 Allowance 40% of Tariff
All moves under 40 miles will receive a 40 mile rate.		
40 or less	\$8,035	\$3,214
41-60	\$8,342	\$3,337
61-80	\$8,652	\$3,461
81-100	\$8,958	\$3,583
101-120	\$9,264	\$3,706
121-140	\$9,573	\$3,829
141-160	\$9,841	\$3,936
161-180	\$10,148	\$4,059
181-200	\$10,455	\$4,182
201-220	\$10,609	\$4,244
221-240	\$10,765	\$4,306
241-260	\$10,919	\$4,368

CLERGY HOUSING

In the event of the death of a member of the clergy occupying a parsonage, the surviving spouse and family shall be granted the privilege of using the parsonage for a period of time not to exceed sixty (60) days.

Housing Standards for Elders in Full Connection

In this section on Housing Standards for Elders in Full Connection, including Housing Allowances and Parsonage standards, the word “clergy” means “elders in full connection.” The standards on Housing Allowances and parsonages apply to those churches that have elders in full connection and that are not receiving an equitable salary support.

The size and make-up of clergy families, and the size, location, and type of housing provided for clergy families by local churches is a major factor in the well-being of clergy families. As such, it has an impact on the effectiveness of clergy.

Although it is clear that no one single provision for housing will completely satisfy all the needs of every clergy family and every local church, the goal is to best satisfy the needs of all.

Housing Allowances

While parsonages have been the traditional means of providing housing for clergy families, there are those local church settings and situations where a housing allowance can be an effective and efficient means of providing housing for clergy families.

However, it must be understood that if a house is purchased by a clergy family, there is the potential for financial hardship and difficulties related to the sale of a house when an appointment change is made.

It must also be understood that a housing allowance will have no effect on the tenure of a pastor, neither increasing nor decreasing the potential length of a pastorate.

1. If a housing allowance is provided by a local church, the amount shall be sufficient to allow for the rental\lease\purchase of housing that meets the parsonage standards of the annual conference.
2. A utility allowance shall be paid separately from the housing allowance. Utilities are considered part of the minimum equitable compensation package.
3. The amount of the housing allowance and of the utility allowance shall be reviewed on an annual basis to ensure that the amount is adequate.
4. The District Superintendent, in consultation with the pastor and the Pastor-Parish Relations Committee, shall be responsible for ensuring that these standards are met.

Parsonages

Size

1. In order to accommodate all family sizes as reasonably as possible, and to allow for the greatest flexibility in meeting the needs of clergy families, the parsonage shall contain at least three bedrooms, with four recommended.
2. There shall be at least two full baths.

3. There shall be at least one large living area, with two living areas recommended.
4. There shall be at least one dining area.
5. There shall be a garage or covered carport adjacent to the house.
6. The total area of living space shall be approximately 2,000 sq. ft. or more.

Location

1. The parsonage shall be located in a residential neighborhood. (It should not be on a major thoroughfare, nor adjacent to commercial businesses.)
2. The parsonage shall be located where it will allow for adequate privacy for the clergy family.

Interior

1. The kitchen shall include all standard modern appliances (oven, cooktop, dishwasher, disposal, and refrigerator).
2. There shall be a washer and dryer for laundry.
3. There shall be adequate heating and cooling, with central air and heat whenever possible.
4. The parsonage shall have window treatments in every room (e.g., blinds, drapes, or shutters).
5. The clergy family shall be responsible for all other furnishings.
6. All interiors of newly built parsonages shall be accessible for persons with disabilities,
7. including a minimum of (1) one bathroom that has an accessible shower, commode, and lavatory, (2) passageways, garage, rooms, and entrances that are accessible, and (3) consideration is given to the landscaping of the yard.
8. When an appointment is made in which a member of the parsonage family has a disability, the District Superintendent shall see that the existing parsonage be fitted with aids that will enable it to be suitable for persons with disabilities to the extent that the structure of the existing parsonage can be renovated. Consideration for grant moneys from conference agencies shall be given to these churches.

Exterior

1. The outside of the parsonage shall be landscaped to complement the house, with adequate shrubs, bushes, and trees.
2. A safe, fenced area shall be provided in the backyard for children and/or pets.
3. The mowing and the upkeep of the yard are to be negotiated between the pastor and the Board of Trustees.

Utilities

1. The local church shall pay for the cost of all utilities, including basic television access, except for personal long distance phone calls.
2. In order to minimize fees and deposits, the utilities, including the telephone, shall be in the name of the local church, unless this results in a higher rate schedule.

Maintenance

1. The local church Board of Trustees is responsible for the upkeep and repair of the parsonage, including the appliances, and there shall be an annual inspection of the parsonage and property by the Trustees, with a written report made at the local church's annual Charge Conference. It is suggested that all parsonages have an inspection by an engineering or contracting inspector every five years, starting ten years after they have been purchased or built.

2. The clergy family is responsible for minor upkeep and repairs, and for any damage done to the parsonage by a member or pet of the clergy family, including that caused by smoking.

Change of Pastors

1. When there is an impending change of pastors, the pastor shall notify the local church Board of Trustees, and the clergy family and Trustees shall ensure that the parsonage is as clean as possible. Major repairs should be made before the new clergy family arrives.
2. The Trustees shall contact the new clergy family before any painting or refurbishing is done, in order to have their preferences, needs, and suggestions incorporated into any work done on the parsonage.

Disposition of Church Owned Furniture

Following the 1994 Annual Conference, churches began the process of providing unfurnished parsonages, except for the items listed above in Interior.

Compliance

1. The Board of Trustees of each local church shall make a written report on or before its Charge Conference in 1996, demonstrating either compliance with these standards or specific plans to come into compliance with these standards.
2. The District Superintendent, in consultation with the pastor, the Board of Trustees, and the Pastor-Parish Relations Committee shall be responsible for ensuring that these standards are met.
3. Lay member(s) of Annual Conference is (are) responsible for taking these standards back to every local church Board of Trustees.

CLERGY VACATION STANDARDS

The following are minimum vacation standards for clergy and diaconal ministers of the North Texas Annual Conference.

Method of Calculation

The vacation is calculated according to the number of years of service, using the following formula:

1 - 4 years of service --- two weeks (two Sundays)
5 - 9 years of service --- three weeks (three Sundays)
10+ years of service --- four weeks (four Sundays)

Further Guidelines

In applying the standards:

1. "Years of service" shall be determined by years served as a full-time United Methodist commissioned minister, provisional member, diaconal minister, local pastor, associate member, deacon in full connection, or elder in full connection. In computing a person's "years of service," time spent in all categories shall be cumulated and all shall count toward the person's total "years of service."
2. The length of vacation is set by the Annual Conference, but the most suitable time for both the employing entity and the clergy or diaconal ministers and their families must be determined by consultation between the clergy or diaconal minister and the employing entity.

BOARD OF PENSION AND HEALTH BENEFITS

HEALTH BENEFITS POLICIES

INTRODUCTION

The North Texas Conference provides a conference health insurance program designed to provide its eligible employees (defined herein) with a comprehensive plan for medical insurance. The program is administered through a group plan overseen by the Conference Board of Pension and Health Benefits. The North Texas Annual Conference participates in HealthFlex, the health benefits program of Wespath Benefits and Investments of The United Methodist Church for our active participants and Via Benefits for retired participants.

All full-time clergy appointed to local churches within the Conference or as District Superintendents or to the Conference staff (ordained elders, deacons in full connection, deacons on track to become elders, commissioned persons on track to become elders or deacons, full-time local pastors, members of other conferences or denominations appointed according to Paragraphs 346.1 or 346.2) **are required** to be enrolled in the Conference health insurance plan, and their respective church or salary-paying unit is responsible for the defined contribution amount set by the Board of Pension and Health Benefits for the appointee. Coverage for spouses and dependents is optional, and the premium for an appointee's spouse and dependents is the responsibility of the appointee.

ELIGIBILITY

The following are eligible for coverage under the program and in accordance with the adoption agreement between the North Texas Conference and Wespath:

1. Ordained elders and deacons and commissioned persons on track to become elders or deacons (including those with full Conference membership, provisional membership and associate membership), and local pastors appointed full-time to local churches within the Conference and their eligible dependents.
2. Clergy serving as district superintendents and Conference staff.
3. Clergy from other United Methodist annual conferences and ordained ministers from other denominations employed full-time and under episcopal appointment to a local church or charge of the North Texas Annual Conference under the provisions of Paragraphs 346.1 or 346.2 of the *2016 Book of Discipline*.
4. Clergy appointed beyond the local church within the connectional structure to a General Agency, to other than a unit of a conference or other than a General Agency, an ecumenical agency and extension ministry endorsed by the General Board of Higher Education and Ministry under the provisions of Paragraph 344.1a(2), 344.1a(3), 344.1a(4) and 344.1b, only if they are listed specifically in the annual Wespath adoption agreement.
5. Clergy appointed to Leave of Absence or Sabbatical (eligible for one year only).
6. Lay persons who are full-time (at least 30 hours per week) employees of the annual conference and their eligible dependents.
7. Full-time (at least 30 hours per week) lay employees and their eligible dependents of local churches or connectional agencies in the North Texas Annual Conference which offer the Conference group insurance

program to all of their full-time lay employees, if the church has a sub-adoption agreement with Wespath and meets the 75% participation rule.

8. Retired clergy members of the Conference immediately eligible to receive pension from Wespath at the beginning of the month following the month in which the retired relation takes place, and who had a minimum of five (5) continuous and consecutive years of active participation in the North Texas Annual Conference group health program at the time of retirement, and their respective dependents. Retired clergy can retain future rights to Conference funding if at the time of retirement coverage was declined because the clergy had other employer sponsored group health insurance.

9. Disabled clergy members (appointed under ¶356 *2016 Book of Discipline*) of the Conference (who were enrolled in HealthFlex at the time of their disability) immediately eligible to receive disability benefits from Wespath at the beginning of the month following the month in which the disability leave with disability benefits takes place, as granted by the Division of Conference Relations, and their respective dependents.

10. Retired lay employees of the Conference or a local church within the Conference at the beginning of the month following the month in which the retired relation takes place, and who had a minimum of five (5) consecutive years of active participation in the North Texas Annual Conference group health plan at the time of retirement, and their respective dependents, if the church selects that category in the sub-adoption agreement with Wespath.

11. Disabled lay employees of the Conference or a local church within the Conference (who were enrolled in HealthFlex at the time of their disability) at the beginning of the month following the month in which the disability leave takes place as granted by Wespath, and their respective dependents.

12. Surviving dependents of a deceased active participant, as long as the participant and dependent were covered participants at the time of death.

13. Surviving dependents of a deceased retired participant, as long as the participant and dependent were covered participants at the time of death. If the surviving dependent declined coverage at the time of the participant's retirement due to having other **employer-sponsored group health insurance**, that dependent retains future rights to funding as long as the other employer-sponsored group health remains in effect.

14. Eligible children include any child under the age of 26, including all natural, legally adopted, and stepchildren for whom the participant has court-ordered legal guardianship.

15. A divorced spouse of an active participant is eligible, provided the participant is responsible by legal decree for the majority of financial support of the former spouse or specifically responsible for the medical or other health care expenses of the former spouse.

16. Continuation health benefits are available for a period of one year for any participant who becomes ineligible, providing they have been on the plan for at least three months and they are not eligible for coverage under another group health plan or Medicare. A divorced spouse is eligible for two years of continuation health benefits. The plan is the same and the premium, due one month in advance, is billed directly to the participant. Notification of ineligibility must occur within 30 days, and application for continuation benefits must occur within 60 days of becoming ineligible; the continuation benefits begin the day after the participant became ineligible.

Eligible persons must complete a HealthFlex enrollment form and return it to the Conference Center for Connectional Resources within 30 days of their date of hire, date of newly acquired eligibility, or family status change. Family status changes which allow late enrollment are birth, adoption, death, marriage,

divorce, or loss of other coverage. There is also an open enrollment period every year in November for coverage to begin in January of the following year.

MEDICAL BENEFITS PROGRAM FOR ACTIVE PARTICIPANTS

A Preferred Provider Organization (PPO) plan, Consumer Driven Health Plans (CDHP), and High Deductible Health Plans (HDHP) are available for active participants and their dependents. These plans are currently administered by Blue Cross/Blue Shield of Illinois. Prescription drugs are covered for active participants through OptumRX, and the prescription plan is a percentage plan with co-pay amounts for three tiers of drugs. A mail order program is also available to obtain 90-day supplies of maintenance drugs at a lesser cost and is required for all maintenance prescriptions. In addition, 90-day supplies of maintenance drugs are available through Walgreen's.

Mental health and chemical dependency benefits are provided through United Behavioral Health (UBH) under all plans. A participant must call UBH at 1-800-788-5614 before receiving inpatient or outpatient treatment either in-network or out-of-network. There is also a Pastoral Consultation Hotline for clergy available for both active and retired clergy at no charge. The number is 800-842-2869.

Vision benefits are available through Vision Service Plan (VSP). A basic vision examination is provided and discounts for eyeglasses and contact lenses are available at no cost. For an additional fee, two other vision plans are available.

A choice of three dental plans (Dental PPO, Dental Passive PPO 1000, and Dental Passive PPO 2000) is available for a fee, and each is administered through Cigna.

UMLifeOptions is a Wespath-sponsored life insurance program allowing eligible clergy and lay employees of churches to purchase additional life insurance coverage. Local churches are plan sponsors of this coverage and will find information on this program at www.Wespath.org.

Medical Reimbursement Accounts (MRA) and Dependent Care Accounts (DCA) are also available to active participants. A participant may select annual MRA amounts between \$300 and \$2,650 to be deducted by the salary paying unit on a monthly basis as a salary reduction. This money may be used for medical expenses which are not covered by the plan such as deductibles, co-pays, dental, vision and other qualified costs. The DCA may be used to pay for qualified child or parent daycare expenses (maximum annual amount is \$5,000). Forms to be used to submit claims are available at www.Wespath.org or in the Conference Center for Connectional Resources.

CONFERENCE FUNDING POLICIES FOR ACTIVE HEALTH BENEFITS

1. The Board of Pension and Health Benefits-approved default plan premium for full-time clergy appointed to local churches within the Conference or as district superintendents or to the Conference staff (ordained elders, deacons in full connection, deacons on track to become elders, commissioned persons on track to become elders or deacons, full-time local pastors, members of other conferences or denominations appointed according to Paragraphs 346.1 or 346.2) is to be paid by the local church or salary paying unit. For 2019, the defined contribution for the Conference is equal to the fully-funded premium of the Consumer Driven Health Plan (CDHP) C2000.

2. The premium for the appointee's spouse and dependents is the responsibility of the appointee. An optional agreement may be made between the church or salary paying unit and the appointee for the church or salary paying unit to pay the family premium.

3. The Conference will pay the approved defined contribution as set annually by the Conference Board of Pension and Health Benefits for lay employees of the annual conference. The premium for dependents is the responsibility of the employee.

4. Responsibility for the premium for eligible lay employees of local churches or institutions within the connectional structure will be determined by the employer and the employee.

5. The Conference pays the active premium for disabled clergy members of the Conference who were appointed to a local church or as district superintendent or to the Conference staff and were enrolled in HealthFlex at the time of disability. Approval by the Division of Conference Relations and eligibility to receive disability benefits from Wespath is also required. Payment begins the month following the month in which the disability leave with disability benefits takes place. The premium for dependents is the responsibility of the clergyperson.

If the disability with benefits was approved prior to December 31, 2013, the Conference will pay the active premium until the disabled participant chooses retired status, at which time enrollment in a Via Benefits Medicare Plan (if the participant is age 65 or older) will be required and funding will be based on years of service attained at time of retirement. For those taking retired status at age 62 or 30 years of service, the funding for the active health premiums will be based on the scale in the *2012 Journal* and 2013 Medicare Supplement premium of \$5,040 not to exceed \$2,520 per year. At age 65 and Medicare eligibility, funding will be provided at the current year's Via Benefits Funding Scale.

For disability with benefits approved on or after January 1, 2014, the Conference will pay the active premium until the disabled participant reaches age 65, at which time enrollment in a Via Benefits Medicare Plan will be required and funding will be based on years of service attained at that time. Retired status is not required, but enrollment in a Medicare plan is; and cessation of active health insurance premiums paid by the Conference will occur.

Via Benefits is available only to those with Medicare Part A and B benefits. Therefore, to qualify for Via Benefits and Conference funding, a retired clergy person who opted out of Social Security must either purchase Medicare Parts A and B at his/her own expense or have access to Medicare through his/her spouse.

6. Subsidies are available on a sliding scale for those churches whose pastor's Total Compensation is below the Denominational Average Compensation (DAC) for the appointee's premium and those pastors whose compensation is below the DAC for their dependents. A written application must be submitted to and approved by the appropriate District Superintendent. Only those appointed full-time as "pastor-in-charge" are eligible for this supplement. The guidelines for application are as follows:

Guidelines for 2021 Health Insurance Supplement Applications

1. Local churches must submit to their district superintendent a written application signed by the Pastor (Staff) - Parish Relations Committee chairperson and the Administrative Council/Board chairperson for appointee supplements.

2. Pastors must submit to their District Superintendent a written application for dependent supplements.

3. The pastor's "Insurance Supplement Eligibility" (line VIII from the 2018 Ministerial Compensation Report turned in at Charge Conference) must be below \$70,202 (the 2018 Denominational Average Compensation).

4. If the need exists in the judgment of the District Superintendent and funds are available, appointee supplements may be awarded to churches on the following scale (annual amount shown - paid monthly):

Pastor's Total Compensation	% DAC	Church Pays	Amount of Supplement
\$74,199 and above	100%	\$10,860	\$ 0
\$74,198 – 70,489	95%	10,317	553
\$70,488 – 66,779	90%	9,774	1,086
\$66,778 – 63,069	85%	9,231	1,629
\$63,068 – 59,359	80%	8,688	2,172
\$59,358 – 55,649	75%	8,145	2,715
\$55,648 – 51,939	70%	7,602	3,258
\$51,938 – 48,229	65%	7,059	3,801
\$48,228 – 44,519	60%	6,516	4,344
\$44,518 and below		6,516	4,344

5. If the need exists in the judgment of the District Superintendent and the funds are available, dependent supplements may be awarded to pastors on the following scale (annual amount shown - paid monthly):

Pastor's Total Compensation	% DAC	One Dependent		Two or More Dependents	
		Pastor Pays	Amount of Supplement	Pastor Pays	Amount of Supplement
\$74,199 and above	100%	\$9,780	\$0	\$17,388	\$ 0
\$74,198 – 70,489	95%	9,291	489	16,519	869
\$70,488 – 66,779	90%	8,802	978	15,649	1,739
\$66,778 – 63,069	85%	8,313	1,467	14,780	2,608
\$63,068 – 59,359	80%	7,824	1,956	13,910	3,478
\$59,358 – 55,649	75%	7,335	2,445	13,041	4,347
\$55,648 – 51,939	70%	6,846	2,934	12,172	5,216
\$51,938 – 48,229	65%	6,357	3,423	11,302	6,086
\$48,228 – 44,519	60%	5,868	3,912	10,433	6,955
\$44,518 and below		5,868	3,912	10,433	6,955

6. If the pastor's Total Compensation for Health Insurance Supplement Eligibility is above \$74,199 but extraordinary circumstances exist in the judgment of the District Superintendent, an appointee supplement may be awarded to the church and/or a dependent supplement may be awarded to the pastor at the lowest level on the scales above, if funds are available. Likewise, superintendents are not obligated to award any supplements, even though an applicant may be eligible, if they determine that no need exists.

7. District Superintendents are asked to distribute these Guidelines and the supplement application forms to churches and pastors who may be eligible, as soon as possible. Additional application forms will be available in the District and Conference Offices.

8. District Superintendents are asked to fax or mail the approved Health Insurance Supplement Application Forms to the Center for Connectional Resources by December 1 of each year. No supplements will be processed until the approved Application Forms are received in the Center for Connectional Resources. Forms received after the deadline will be processed for the following month's billing and they will not be done retroactively.

9. All supplements cease when a pastoral change occurs. New applications are to be submitted to the Center for Connectional Resources by the 1st day of the month following the move. A supplement may be processed one month retroactively only in the event of a mid-year move

MEDICAL BENEFITS PROGRAM FOR RETIRED PARTICIPANTS

Beginning on January 1, 2014, the North Texas Annual Conference provides a consultation service through Via Benefits to help Medicare-eligible retired participants, spouses and surviving spouses find and enroll in a Medicare supplement plan best suited to individual needs. You must have Medicare Parts A and B to be eligible for coverage through Via Benefits. For those enrolling in the insurance supplement plan through Via Benefits, the annual conference will help offset the cost of the individual Medicare supplemental plan and eligible health care costs by funding a Health Reimbursement Account (HRA).

Clergy in the retired relationship with the annual conference who continue to work full time at a local church or eligible agency remain in the active plan. Retired clergy who opted out of Social Security and their dependents and spouses continue in the active plan if they continue working full time at a local church or eligible agency.

A dependent spouse may be eligible for Conference retiree benefits even if not a covered dependent at the time of the participant's retirement. If the spouse is covered by another **employer-sponsored group health insurance plan**, he/she may decline Conference coverage while still maintaining future rights to coverage. The retiring participant may also decline Conference coverage at the time of his/her retirement while maintaining future rights to coverage if he/she can be covered under a spouse's **employer-sponsored group health insurance plan**. Future coverage rights can be exercised at any open enrollment opportunity or within thirty days of losing the other employer-sponsored group health coverage, as long as the other coverage was maintained up to the day the Conference coverage is to begin.

The divorced spouse of a retiree may retain coverage or future rights to coverage as described above if it is declared in the divorce decree that the participant is responsible for health coverage or is responsible for a majority of the financial support of the divorced spouse. Future rights to coverage will end when the specified period in the legal decree has expired or upon the death of the participant (providing the decree provides for termination of the participant's responsibility at that time).

A new spouse or dependent acquired by a retiree after retirement is not an eligible dependent with the exception of a dependent child gained through court ordered legal guardianship.

TOLLING PROVISION: If the retiring participant or eligible dependent has other employer-sponsored group health coverage at the time of retirement (through a subsequent employer or spouse's employer) he/she may decline HealthFlex coverage and retain the ability to enroll for such coverage at a future date (so long as continuous coverage through such other employer-sponsored group health coverage is maintained). The eligible person can exercise this enrollment option within 31 calendar days of losing other employer-sponsored group health coverage.

After retirement, if a retiree, dependent or surviving spouse terminates Conference coverage, they will no longer retain any future rights to coverage.

CONFERENCE FUNDING POLICIES FOR RETIREE HEALTH BENEFITS

Beginning on January 1, 2014, the North Texas Annual Conference, through the Retiree Health Insurance Current Year Benefits apportionment, helps fund a Health Reimbursement Account (HRA) to be used for health insurance premiums and/or eligible medical expenses in retirement for eligible retired clergy participants, spouses and surviving spouses. Prior to retirement at age 65, an eligible clergyperson would be given information to contact Via Benefits, the agency selected by Wespath to guide retirees through the process of choosing the most suitable plan to supplement Medicare.

For those eligible clergypersons enrolled in the conference health insurance plan who retire after January 1, 2003, their eligible spouses, and eligible surviving spouses, the conference will fund a Health Reimbursement Account with 30-100% of \$1,300 for those retiring at age 65 (or full retirement age) based on their years of ministerial service (which qualify for retirement credit) in The United Methodist Church in which they were appointed to a local church or within the connectional structure as defined in the *2016 Book of Discipline* Paragraphs 344.1(a)(1) and (2), or partial years of like service for less than full-time appointments, as follows:

VIA BENEFITS FUNDING SCALE

Effective 1-1-2018

Years of Service (full time equivalent)	% \$1,300	\$ Amount
0 - 4	0	0
5	30 %	390
6	32 %	416
7	34 %	442
8	36 %	468
9	38 %	494
10	40 %	520
11	44 %	572
12	48 %	624
13	52 %	676
14	56 %	728
15	60 %	780
16	64 %	832
17	68 %	884
18	72 %	936
19	76 %	988
20	80 %	1,040
21	84 %	1,092
22	88 %	1,144
23	92 %	1,196
24	96 %	1,248
25 or more	100 %	1,300

For those eligible clergypersons enrolled in the Conference health insurance plan who retired before January 1, 2003, their eligible spouses, and eligible surviving spouses, the North Texas Conference will fund 100% of \$1,300.

ELIGIBILITY FOR VIA BENEFITS AND CONFERENCE FUNDING FOR RETIREES

1. RETIREES, SPOUSES, SURVIVING SPOUSES

Retired full-time clergy appointed to 1) a local church within the North Texas Conference, 2) District Superintendents, or 3) Conference staff (including ordained elders, associate members, deacons in full connection, provisional elders and deacons, full-time local pastors, members of other annual conferences or denominations appointed under ¶346.1 and 346.2) who have a **minimum of five (5) continuous and consecutive years of active participation** in the North Texas Annual Conference group health plan at the time of retirement. **Conference funding via an HRA will only be available to retired clergy and non-clergy spouses while they are covered by a plan through Via Benefits or the active Conference health plan.** Under certain circumstances, the five (5) year condition may be waived upon written recommendation

from the Bishop and the Cabinet with approval from the North Texas Conference Board of Pension and Health Benefits.

Spouses of clergy at time of retirement are eligible for Via Benefits (or the active plan in the case of those under age 65) and funding based on the years of service level of the retired clergy. Retirees and Spouses who decline Conference health insurance at the time of retirement due to other employer-sponsored group coverage (in which they have maintained continuous coverage) may be eligible for Via Benefits and funding when the employer coverage ceases.

The divorced spouse of a retiree may retain coverage or future rights to coverage in the appropriate Conference health insurance plan if it is declared in the divorce decree that the participant is responsible for health coverage or is responsible for a majority of the financial support of the divorced spouse. Future rights to coverage will end when the specified period in the legal decree has expired or upon the death of the participant (providing the decree provides for termination of the participant's responsibility at that time). Conference funding is not available for divorced spouses.

A new spouse or dependent acquired by a retiree after retirement is not an eligible dependent, with the exception of a dependent child gained through court ordered legal guardianship.

Dependent children of a retiree are eligible for the appropriate Conference health insurance plan but are not eligible for Conference funding.

After retirement, if a retiree, dependent or surviving spouse terminates Conference coverage, they will no longer retain any future rights to coverage.

2. CLERGY COUPLES IN RETIREMENT

The first party of a clergy couple to retire will receive funding corresponding to their own years of service level at the time of their retirement. Upon retirement of the second party of the clergy couple, both will receive funding related to the highest years of service level.

Full-time appointed clergy spouses of a retired clergy are not eligible for supplemental funding as their active health premium is paid in full by the local church to which they are appointed.

In the event of a clergy couple divorce following retirement, each clergy person would receive the amount of funding based on their own years of service.

3. PRE-65 RETIREES/SPOUSES/SURVIVING SPOUSES

For clergy retiring on or prior to 12/31/2013 who are at least 62 years of age (but not yet 65) or have 30 years of service, their eligible spouses, and eligible surviving spouses who are required to remain in the active health plan, the Conference will base funding for active health premiums on the scale in the *2012 Journal* and 2013 Medicare Supplement premium of \$5,040, not to exceed \$2,520 per year per person. At age 65 and Medicare eligibility, funding will be provided at the current year's Via Benefits Funding Scale. Anyone retiring on or after January 1, 2014, will receive funding through appropriately reduced Conference health insurance premiums based on the Via Benefits Funding Scale in effect on the date of retirement.

4. RETIREES WITH MEDICARE SPOUSES

For clergy retiring whose spouses are already covered by Medicare, the spouse may choose to become part of Via Benefits effective the next calendar year. Funding for the spouse for the rest of the year in which the clergyperson retired will be prorated and administered by Via Benefits. To be eligible for the funding for the next year and years going forward, the spouse will be required to enroll in Medicare supplement plans at the fall Medicare open enrollment through Via Benefits. The spouse could be subject to medical underwriting.

5. TWENTY-YEAR RULE RETIREES (§357.2 2016 Book of Discipline)

Those retiring under “the twenty-year rule” (i.e., are not 62 and have at least 20 years but not 30 years of service) are eligible to remain on the Conference active insurance plan. These participants must pay the entire active premium until they reach 65 (Medicare eligible). At age 65, the retiree may obtain the services of Via Benefits, and the Conference will fund an HRA at the years of service level accrued at the time of retirement.

6. RETIREES APPOINTED FULL TIME TO A LOCAL CHURCH

For retirees who continue to serve local churches full time in the North Texas Conference and remain in the active health plan, the Conference will fund through appropriately reduced Conference health insurance premiums based on the Via Benefits Scale in effect on the date of retirement.

7. CLERGY WHO OPTED OUT OF SOCIAL SECURITY

Via Benefits is available only to those with Medicare Part A and B benefits. Therefore, to qualify for Via Benefits and Conference funding, a retired clergy person who opted out of Social Security must either purchase Medicare Parts A and B at his/her own expense or have access to Medicare through his/her spouse.

8. INVOLUNTARY RETIREMENT (§357.3 2016 Discipline)

For those under involuntary retirement who have remained in the Conference active health plan, funding will become available at age 65 (Medicare eligible) when entering Via Benefits. The level of funding will correspond to the years of service attained at the effective date of retirement.

9. DISABILITY (§356 2016 Discipline)

If the disability with benefits was approved prior to December 31, 2013, the Conference will pay the active premium until the disabled participant chooses retired status, at which time enrollment in a Via Benefits Medicare Plan (if the participant is age 65 or older) will be required and funding will be based on years of service attained at time of retirement. For those taking retired status at age 62 or 30 years of service, the funding for the active health premiums will be based on the scale in the 2012 *Journal* and 2013 Medicare Supplement premium of \$5,040, not to exceed \$2,520 per year. At age 65 and Medicare eligibility, funding will be provided at the current year’s Via Benefits Funding Scale.

For disability with benefits approved on or after January 1, 2014, the Conference will pay the active premium until the disabled participant reaches age 65, at which time enrollment in a Via Benefits Medicare Plan will be required and funding will be based on years of service attained at that time. Retired status is not required, but enrollment in a Medicare plan is; and cessation of active health insurance premiums paid by the Conference will occur.

Via Benefits is available only to those with Medicare Part A and B benefits. Therefore, to qualify for Via Benefits and Conference funding, a retired clergy person who opted out of Social Security must either purchase Medicare Parts A and B at his/her own expense or have access to Medicare through his/her spouse.

10. RETIRED FULL-TIME LOCAL PASTORS (§320.5 2016 Discipline)

Retired full-time local pastors who meet Via Benefits eligibility described in 1. above will receive HRA funding according to their years of service at time of retirement.

11. Surviving spouses of deceased retired clergy are eligible for coverage, as long as the participant was a covered participant at the time of death. The health plans available to surviving spouses are the same as those available to retiree participants and conference funding of the HRA is the same as for the retiree.

12. The health plans available to retired Diaconal Ministers are the same as for retired clergy, and the Conference funding of the HRA is the same as for retired clergy.

13. The health plans available for retired lay employees of the annual conference are the same as for retired clergy. Conference funding of the HRA for the retired lay employee of the annual conference with 10 or more years of service (not including spouse or dependents) is based on the same scale of service as that for retired clergy beginning at the 10 years of service level.

14. Retired lay employees of a local church or qualified agency within the Conference are eligible to participate in any of the health insurance plans available to retired clergy, **if** the church or agency has a sub-adoption agreement with the Wespath. The premiums are the same as for the retired clergy, but the responsibility for payment remains entirely with the retired lay participant.

ADMINISTRATIVE PROCEDURES

Enrollment material can be obtained from the Conference Center for Connectional Resources. Enrollment forms must be completed, signed, and returned to that office within 30 days of the employee's date of hire or family status change. Upon receipt of enrollment forms, Wespath will inform the insurance provider, and the participant should receive election material and appropriate insurance cards within a reasonable period of time. If the 30-day time period is not met, the employee would be assigned the current Conference-approved health insurance plan (**although the salary paying unit is still responsible for payment of the appointee's premium in the case of mandatory categories of participants**).

The monthly health insurance billing is mailed to the appropriate local church, agency, or individual on the 1st of each month, and the payment is due in the Conference office by the 20th of that month. Premiums not received by the next billing period are considered "past due" and so marked on the next month's bill. Termination procedures begin for any accounts more than 60 days in arrears. District Superintendents are informed each month of those churches with past due balances.

Participants will receive annual election materials each fall prior to the Open Enrollment period from Wespath with instructions for changing or maintaining health coverage for the next calendar year.

Denial of benefits policies and appeals procedures are those of the HealthFlex insurance carrier and Wespath.

HEALTH BENEFITS POLICY STATEMENT FOR INDIVIDUALS COVERED THROUGH 20-YEAR RULE RETIREMENT, EXTENSION MINISTRY APPOINTMENTS, CONTINUATION INSURANCE, AND RETIREES AND SURVIVING SPOUSES PAYING PREMIUMS DIRECTLY TO THE NORTH TEXAS CONFERENCE

The North Texas Conference makes health insurance available to clergy who have retired under the 20-year rule and to some clergy who are appointed to extension ministry positions. (Special arrangements for health coverage can be made in some cases for those appointed under ¶344.1b, and ¶344.1d.) The premiums must be paid by the individual one month in advance and are due on the 20th of every month. Accounts are past due if not received by the 20th; and if **two** payments are due on the 20th of any month, a letter will be sent to the individual with notification of insurance cancellation. In addition, an attempt will be made to schedule a meeting with the participant and a member of the Conference staff to explain the termination of coverage. Any account that is two payments past due will be terminated if payment has not been received in the Conference office by the end of the month. The termination date will be retroactive to the first of the month of unpaid premium. (For example: The premium for February is billed on January 1 and is due by

January 20. The premium for March is billed on February 1 and is due by February 20. If neither February nor March premium is paid by February 20, the insurance will be terminated retroactive to February 1.)

The North Texas Conference offers continuation health insurance to participants who have been terminated or have lost eligibility if they have been covered for at least three consecutive months prior to loss of eligibility. The continuation coverage can extend up to one year following the loss of coverage date. The first month's premium is due with the application for coverage, and future premiums are due one month in advance on the 20th of every month. Accounts are past due if not received by the 20th; and if two payments are due on the 20th of any month, a letter will be sent to the individual with notification of insurance cancellation. In addition, an attempt will be made to schedule a meeting with the participant and a member of the Conference staff to explain the termination of coverage. Any account that is two payments past due will be terminated if payment has not been received in the Conference office by the end of the month. The termination date will be retroactive to the first of the month of unpaid premium.

If anyone in the above categories has extenuating circumstances which prevent him/her from making timely payments, a hearing may be scheduled with the Conference Board of Pension and Health Benefits to appeal the scheduled termination and request a payment plan.

This Health Benefits policy statement will be effective July 1, 2020.

CHILDREN AND YOUTH SAFETY SYSTEM POLICY
MINISTRYSAFE SAFETY SYSTEM FOR ALL CONFERENCE AND DISTRICT EVENTS
NORTH TEXAS ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH

Introduction to Annual Conference Policy

OUR CALLING AND OUR MANDATE IS TO ENSURE A SAFE HAVEN FOR ALL OF GOD'S PEOPLE.

Throughout the gospels, Jesus provides teachings on providing a peaceable kingdom for all of God's people, including our most precious gifts – our children and youth (Matthew 5:9, Luke 18:15-17). The peaceable kingdom begins with sanctuary. Scriptures provide examples of how sanctuary is to be a community of protective nurture and harmony (Psalms 20:1-2, 27:4-5).

As Christians, we are called to create a protective environment in our churches. They must be holy, safe, and protective communities for all of God's children, regardless of age or ability. The purpose of this policy is to address the communal responsibility of our children, youth, and vulnerable persons at all local churches and at all District and/or Annual Conference-sponsored events. The North Texas Annual Conference of The United Methodist Church recognizes the need to have a formal, written policy with procedures in place (1) to help prevent the opportunity for the occurrence and/or the appearance of abuse of children, youth, and vulnerable persons, (2) to help provide safeguards for workers from false accusations and/or suspicions, and (3) to hold accountable all those who minister in the name of Jesus Christ.

The following policy and procedures are not based on a lack of trust in workers but are intended to protect our preschoolers, children, youth, vulnerable persons, workers, employees, volunteers, and the entire church body. Careful and confidential documentation is essential to show compliance with policies, to verify information as needed, and to have an accurate record in the case of an incident.

Scope of Annual Conference Policy

This policy and its provisions shall apply to all persons, including all paid and unpaid persons, whether lay or clergy who have any direct or indirect contact with children and youth who participate in any activities or events sponsored by the North Texas Annual Conference of The United Methodist Church and/or its Districts.

This Annual Conference policy is effective as of July 1, 2012, for all Conference and District Events. The North Texas Annual Conference policy shall be applicable at all Conference and District activities. The local congregation's policy may expand the Conference policy, but may not/should not alter the minimum standards established by the Conference or those standards mandated by the State of Texas' licensures.

Supervision

An adult is defined as anyone 18 years of age or older.

A youth assistant is anyone under the age of 18 who may work with children and youth only when supervised by at least two adults over the age of 18 years. Youth assistants cannot be in charge of, nor left alone with, children and youth. Background checks on youth under the age of 18 are inaccessible, so choose youth with great care. If using youth assistants, ensure the following is completed: 1) application, 2) six-month volunteer history, and 3) verification of references. Also note, with using youth assistants, MinistrySafe training will need to be adapted for age-appropriateness.

To achieve compliance with the MinistrySafe policy it may be necessary to combine groups; recruit, train, and reference additional volunteers, or cancel an event. It is also strongly encouraged that there be present at least one adult who is trained and certified in First Aid and CPR.

Observation of activities in rooms is essential, whether it is done by windows, open doors, glass doors, electronic technology, etc.

All volunteers seeking to work with children, youth, and vulnerable persons shall have at least 6 months of involvement in a local church or provide a written recommendation by a senior pastor or appropriate designee.

For the sake of outreach, evangelism, and family involvement in our ministries, parents, grandparents, and legal guardians who have not met these criteria may volunteer as a guest, so long as 2 or more properly MinistrySafe-trained staff or volunteers are on site and in charge. Any such individuals who intend to be a guest on an ongoing basis shall be subject to all MinistrySafe guidelines and screenings.

Supervision for nursery/childcare at Conference and District events:

- There shall be a minimum of two (2) adults per room or within line of sight.
- The State of Texas Childcare Minimum Standards (http://www.dfps.state.tx.us/Child_Care) must be followed for all Texas state-licensed daycares or schools.

Supervision of children and youth at Conference and District events:

- Conference and District events shall observe the —“2 Adult Rule” (2 adults per classroom, 2 adults within line of sight), -OR-
- Any one-to-one mentoring or consulting shall be conducted in sight of another adult, -OR-
- Understanding that there is safety in numbers, one adult can be in contact with multiple youth (6th -12th grades) so long as they are in line of sight of other adults.

Overnight Accommodations

At events that require overnight accommodations:

- At least (2) adults are present in every room/cabin, - OR -
- When staying in a hotel, adults shall sleep in an adjoining room with the same gender of the children/youth; or if necessary for children/youth to share a room with an adult, adults shall sleep in separate beds from children/youth so long as any one adult shall not be alone with any one child/youth.

Definitions of Abuse

Verbal Abuse – Any verbal act that humiliates, degrades, or threatens any child or youth.

Physical Abuse – Any act of omission or an act that endangers a person’s physical or mental health. In the case of child or youth physical abuse, this definition includes any intentional physical injury caused by the individual’s caretaker. Physical abuse may result from punishment that is overly punitive or inappropriate to the individual’s age or condition. In addition, physical abuse may result from purposeful acts that pose serious danger to the physical health of a child or youth.

Sexual Abuse – Sexual abuse occurs when someone uses a child or youth (this can also be an act of omission) for sexual purposes or involves a child in sexual acts. This includes touching the victim or having the victim touch offender on their private parts over or under clothing, exposure of private parts of either party, exposure of graphic content to the child, and the introduction of sexual material in person or online. This includes, but is not limited to: 1) incest, 2) rape, 3) prostitution, 4) romantic involvement with any participant, 5) any sexual intercourse or sexual conduct with, or fondling of, an individual enrolled as a child or youth in sponsored activities of this church, 6) sexualized behavior that communicates sexual interest and/or content.

Examples are not limited to: displaying sexually suggestive visual materials; making sexual comments or innuendo about one’s own or another person’s body; touching another person’s body, hair or clothing;

touching or rubbing oneself in the presence of another person; kissing, and sexual intercourse.

Emotional Abuse – Exposing a youth or younger child to spoken and/or unspoken violence or emotional cruelty. Emotional abuse sends a message to the youth or child that she or he is worthless, bad, unloved, and undeserving of love and care. Emotional abuse may include being locked in closets or other confining spaces, being incessantly told they are bad, or being forced to abuse alcohol or illegal drugs.

Neglect – Endangering a child or teen’s health, welfare, and/or safety through negligence. It may include withholding food, medical care, and/or affection in order to destroy the child or teen’s sense of self-esteem and self-worth.

Ritual Abuse – Abuse in which physical, sexual, or psychological violence is inflicted on a child or youth, intentionally and in a stylized way, by someone (or multiple people) with responsibility for the victim’s welfare. Typically the perpetrator appeals to some higher authority or power to justify his or her abuse. Examples of ritual abuse may include cruel treatment of animals or repetitious threats of sexual or physical violence to the youth or child victim or to people related to the victim.

Screening for Adults

Careful screening is one way to prevent the abuse of children and youth and vulnerable persons. Screening calls for a careful gathering and review of information in search of those who can provide safe and caring supervision in a safe environment. All screening shall be done in accordance with guidelines established by the Conference MinistrySafe Awareness and Training Task Force and the Conference’s designated Liability Insurance Agency’s screening process.

Screening Process

Volunteers and staff members are to perform and document the following screening process:

- Complete a Safety Application Form
- Complete a face-to-face interview
- Complete a reference check
- Complete a background check
- Complete the MinistrySafe online training

Compliance Renewal requires MinistrySafe online training every two years and background checks every two to three years, unless licensure or legislative requirements are more frequent and/or stringent.

Persons having a criminal history of any of the following types of offenses shall not be allowed to serve in any ministry with children and youth:

- Child abuse, whether physical, emotional, sexual, or neglectful
- Violent offenses, including murder, rape, assault, domestic violence, etc.
- Drug related conviction within the five (5) years immediately prior to application
- Persons having a criminal history of DUI or DWI conviction within the five (5) years immediately prior to application shall not be allowed to act as a driver.

If there are questions regarding an individual’s background check or screening due to special circumstances (acquittals, discharges, exonerations, pardons, etc.), please notify the District Superintendent or appropriate Conference Staff before making those decisions.

Training

The North Texas Annual Conference has adopted MinistrySafe Safety System as the training standard for all persons in leadership who work with children, youth, and vulnerable populations at the District and

Conference level. None of these persons shall, after July 1, 2012, have any direct or indirect contact with children and/or youth until they have completed the MinistrySafe Safety System screening process. We recommend that at the beginning of each Conference/District event a review of this policy be conducted. As of January 1, 2013, all congregations shall implement this same training standard.

The North Texas Annual Conference MinistrySafe Policy must be reviewed and renewed annually.

Reporting of Incidents

1. When an adult leader of an event or activity suspects that abuse or any suspected violation of the Texas Penal Code is taking or has taken place, he or she shall call 911 when needed and report the abuse to the appropriate local law enforcement agency and/or the Department of Family and Protective Services (800-252-5400). The adult leader shall contact the administrator or event leader immediately and cooperate fully with the investigation conducted by law enforcement officials or child protective services.
2. Address any needs the child or youth may have, medical or otherwise. Report to the parent(s) and/or legal guardians(s).
3. The person suspected of abuse (respondent) shall, for the safety and well-being of the children or youth, be removed with dignity from further contact with the children and youth until an appropriate investigation has taken place. The matter shall remain confidential. If the adult event leader is the respondent, then the report should be made to that person's supervisor.
4. Following the report of an incident, the adult event leader, or supervisor in charge, shall speak with the alleged victim and document the report, according to Section 5.
5. All such conversations shall be documented. Careful and confidential documentation is essential. The documentation should include the following:
 - a. The name of the adult leader observing or receiving the disclosure of abuse, including the date, time and place and any action taken by this person.
 - b. The alleged victim's name, age, and date of birth.
 - c. Any statement made by the alleged victim.
 - d. Name of the respondent, the date, time and place of any conversation or any statement made by the respondent.
 - e. Any action taken, i.e., suspension of the respondent.
 - f. Date and time of call to the appropriate agency, name of worker spoken to, content of that conversation, and case number assigned.
6. Notify the Conference/District authorities immediately.
7. It shall be the goal to provide supportive care to both the victim and the respondent and to restore such persons to wholeness. Supportive care can include the procedures of the criminal justice system, provisions of the current *Book of Discipline*, appropriate counseling referrals, and continued pastoral visitation.
8. Confirmed reports of proven incidents of abuse shall be retained in a confidential file for future screening purposes.

Media Response

The Bishop shall be informed of all investigations or allegations of abuse. If investigations or allegations of abuse should come to the attention of the media, a response shall come from the Office of the Bishop.

Do not give out any information; simply state that all inquiries will be answered through the Office of the Bishop.

OTHER INFORMATION

Appropriate Discipline

Children and youth should be made aware that appropriate behavior is expected at all events. Gentle reminders are always necessary when dealing with children and youth. When these reminders don't work, then discipline needs to move to the next step. In cases where behavior has to be addressed, designated event adults should handle it. In no case is physical discipline an appropriate measure to deal with problems. A reasonable response might include a period of "time out" for the child or youth. This should be done with necessary supervision, keeping MinistrySafe guidelines in mind.

Keeping parents involved is important. They need to be kept up-to-date on their child's behavior. For serious offenses, the appropriate response will be to send the child or youth home immediately. Parents and the leaders will help make proper arrangements.

Appropriate Physical and Emotional Boundaries

Physical boundaries are most important in dealing with children and youth. Persons working with children and youth have to understand and respect those boundaries. Obviously, these boundaries change as children grow older. A young child sitting in the lap of a caregiver is most appropriate, whereas an older child or youth sitting in an adult's lap would not be acceptable. Hugs and kisses from a toddler to an adult are entirely different than the same from a youth.

Emotional boundaries are also important. As a child grows older it is important for the adult to maintain appropriate boundaries in relationships. It is important for those working with children and youth not to step outside of those lines and allow the younger person to become too attached to them. It is important for the older person to be careful where conversations might lead and to steer clear of inappropriate talk. When an adult recognizes that there might be an issue with these boundaries, great space should be allowed to come between them and the child or youth in question. If that does not solve the problem, the event leadership should address the issue.

Leader Misconduct

It is a privilege to work with youth. Great responsibility is required. Those who violate this policy shall immediately be removed from contact with children and youth, and appropriate authorities shall be notified immediately.

Spiritual Boundaries for MinistrySafe

As we seek to lead young people in the development of their faith story, it is essential that we guide them and do not manipulate their emotions. This is especially true at longer youth/children's events. The attendees may be exhausted by longer and more active days than they are accustomed to and thereby more susceptible to emotional manipulation. It is therefore necessary that, as we present the message of the Gospel of Jesus Christ and the opportunity to follow Jesus in a life-long journey, we present the invitation with "no strings attached." We must allow each person involved to make her/his own decisions without stigma, coercion, or pressure in any form. As we do this faithfully, we will see more fruitful commitments in the lives of all our participants.

Maintaining Compliance and Best Practices

Local congregations are encouraged to visit the MinistrySafe website for training and other tools: www.ministrysafe.com.

CONFERENCE PERSONAL CONDUCT/SEXUAL ETHICS POLICY

1. POLICY STATEMENT FOR DEFINING SEXUAL MISCONDUCT

The North Texas Conference of the United Methodist Church affirms the *2016 Book of Resolutions*, Sexual Abuse Within the Ministerial Relationship and Eradication of Sexual Harassment in The United Methodist Church and Society, which states that sexual abuse within the ministerial relationship and sexual harassment within the Church are incompatible with biblical teachings of hospitality, justice, and healing. In accordance with the current *Book of Discipline*, ¶161(F), we affirm that all human beings, both male and female, are created in the image of God, and thus have been made equal in Christ. As the promise of Galatians 3:26 states, all are one in Christ; we support equity among all persons without regard to ethnicity, situation or gender.

Sexual abuse within the ministerial relationship occurs when a person within a ministerial role of leadership (pastor, educator, counselor, youth leader, or other position of leadership) engages in sexual contact or sexualized behavior with a congregant, client, employee, student, staff member, co-worker, or volunteer.

Sexual harassment is any unwelcome sexual advance or demand, either verbal or physical, that is reasonably perceived by the recipient as demeaning, intimidating, or coercive. Sexual harassment includes, but is not limited to, the creation of a hostile or abusive working environment resulting from discrimination on the basis of gender (*2016 Book of Discipline* ¶161(J)).

Sexual abuse within the ministerial relationship involves a betrayal of sacred trust, a violation of the ministerial role, and exploitation of those who are vulnerable. Similarly, sexual harassment must be understood as an exploitation of a power relationship rather than as an exclusively sexual issue.

Misconduct of a sexual nature within the life of the Church interferes with its moral mission. The North Texas Conference stands in opposition to the sin of misconduct of a sexual nature in the Church and society at large and commits itself to fair and expedient investigation of any charge of sexual misconduct within the Church and to take action deemed appropriate and in compliance with the *Book of Discipline*. Further, the Conference bears affirmative responsibility to create an environment of hospitality for all persons, male or female, which is free of misconduct of a sexual nature and encourages respect, equality, and kinship in Christ.

Because experiencing sexual abuse or harassment, and reporting such misconduct, can be difficult and frightening, we believe that the availability of trained advocates or support teams to assist victims of sexual misconduct is important, and we are committed to continuing support for the training and availability of such advocates or support teams.

We recognize that in any incident of sexual misconduct there may be many victims, including the family, friends, and congregation of the direct victim and of the person who has engaged in the misconduct. We therefore affirm, as continuing goals for the Conference, not only the resolution of complaints and the reconciliation of persons directly involved, but also the healing of all such indirect victims of the misconduct.

Sexual misconduct involving a clergy person should be reported to the clergy person's district superintendent or the presiding bishop. Misconduct involving paid staff, volunteers, or other non-clergy persons should be reported to the pastor-in-charge, if any, or to other appropriate persons in accordance with guidelines and procedures that may be adopted by the Conference, by local churches, or by other appropriate bodies within the Church.

The North Texas Conference is committed to the continuing, broad dissemination of this Policy Statement and of any guidelines and procedures adopted by the Conference and to the continuing education of clergy and lay persons within the Conference for the purpose of preventing sexual misconduct and increasing awareness and understanding of the Conference's relevant policies and procedures.

2. PROCEDURES FOR REPORTING CLERGY SEXUAL MISCONDUCT

INTRODUCTION

The North Texas Conference will not tolerate and is committed to the eradication of sexual misconduct by its clergy. The ministerial office is a position of great trust, power, and responsibility, offering the opportunity for unique relationships of grace and caring. Sexual misconduct is one of the gravest violations of this trust.

These Procedures provide a process for reporting incidents of clergy sexual misconduct within the North Texas Conference. They seek to create a safe, non-threatening environment in which aggrieved persons will feel comfortable revealing allegations of sexual misconduct. It is a continuing goal of these Procedures to provide an opportunity for a reconciliation and resolution that respects and protects the rights of all parties and that acknowledges the sacred trust between clergy and the persons they serve. They are not intended to supplant or substitute for the formal complaint process set forth in the 2016 *Book of Discipline*. The use of these Procedures is voluntary, and the failure to utilize or follow them is not a chargeable offense nor can it be used as grounds for an appeal of the result of any formal complaint, review, investigation, or trial process.

The implementation of these Procedures shall be under the supervision and control of the Bishop and District Superintendents, who shall have the authority to interpret and apply the Procedures.

STANDARDS OF PASTORAL CONDUCT

Pastors are accountable for their behavior with respect to the emotional, spiritual, and physical well-being of persons who come to them for help or over whom they have any kind of authority. Breach of this pastoral relationship through sexual misconduct is unethical and abusive, even when sexual activity is initiated by the person to whom the pastor is ministering. Because of the trust and imbalance of power in such relationships, the person being ministered to must be presumed to be unable to give meaningful consent to any sexual activity with the pastor.

Because pastors often deal with individuals who are emotionally fragile and vulnerable, it is imperative that pastors:

1. be healthy psychologically, emotionally, and spiritually themselves;
2. have adequate preparation and education for helping individuals under their care;
3. have continued supervision in dealing with the inherent risks caused by dependency and/or transference; and
4. have the information necessary to make appropriate referrals.

Pastoral self-discipline requires self-awareness and takes the Christian standards and ordination vows seriously. Personal integrity and mature professional conduct must be brought to all relationships by every pastor in the North Texas Conference. The highest ethic of the pastor similarly prohibits any sexual behavior with a parishioner entrusted to his or her sacred care.

All clergy, single or married, have the responsibility of developing healthy personal relationships. Married clergy have covenanted to nurture and maintain their marriage relationship. When relational or sexual difficulties are present in a pastor's life, appropriate measures to address the difficulties should be taken.

Pastors who are appointed to parishes where there has been alleged sexual misconduct of their predecessor find themselves burdened with the inevitable consequences arising from the misconduct of a colleague. There is a tension between caring for a colleague and caring for the covenant of the pastoral ministry. By "protecting" a colleague, we risk perpetuating a relationship or pattern of abuse and victimization. This compromises the credibility and practice of Christian faith and ministry. Thus, the present pastor should take immediate steps, consistent with these Procedures, to address the alleged misconduct.

The procedures for dealing with clergy sexual misconduct place an unfair and unavoidable burden on the victim of such misconduct. It is in the best interest of the church to empower the laity through education and open discussion about what standards of conduct they may expect from their pastors.

DEFINITIONS

For purposes of these Procedures, the following definitions shall apply:

“Sexual misconduct” includes sexual abuse and sexual harassment, as such terms are defined in the Policy Statement. Sexual misconduct may include inappropriate physical contact or verbal behavior, including, for example, behavior that creates a hostile or intimidating environment, and the explicit or implicit use of power or authority to coerce someone into sexual contact. Because of the imbalance of power inherent in ministerial relationships, sexual contact between a pastor and someone with whom he or she has a ministerial relationship constitutes sexual abuse, even if the other person consents to or initiates the contact. More subtle behavior not involving physical contact may also constitute sexual misconduct. Further discussion and examples of sexual misconduct are included in the brochure entitled “Clergy Sexual Misconduct: What You Should Know,” prepared and distributed by the Division of Conference Relations of the Board of Ordained Ministry of the North Texas Conference.

An ‘allegation’ is an initial report, either verbal or written, of an alleged incident of clergy sexual misconduct.

A ‘complaint’ is a written and signed statement claiming misconduct, as set forth in ¶362.1 of the *2016 Book of Discipline*.

An ‘aggrieved person’ is a person who has experienced sexual misconduct by a pastor.

The terms ‘clergy’ and ‘pastor’ shall refer to all persons described in ¶362 of the *2016 Book of Discipline*, which includes ‘local pastors, associate members, provisional members, and full members’ of the North Texas Conference, ‘including those on leaves of all types, honorable or administrative location, or retirement.’

A ‘Resource Person’ is a trained lay volunteer person made available by the North Texas Conference to assist and support aggrieved persons in bringing an allegation or complaint of sexual misconduct, as more fully described in the North Texas Conference Procedure for Reporting Incidents of Clergy Sexual Misconduct.

The Congregational Assessment, Response, and Transformation (CART Crisis Team) is the group given responsibility by the Bishop to maintain the Resource Person program and lend guidance and accountability to the North Texas Conference in regard to abiding by the Sexual Misconduct Policies and Procedures.

CONFIDENTIALITY AND REPORTING

Allegations of sexual misconduct should be kept in the strictest of confidence and disclosed only at the times and under the circumstances specifically provided in these Procedures. The spread of such allegations or accusations among colleagues in ministry or within congregations is harmful to the aggrieved person, to the accused, and to the integrity of the processes outlined in these Procedures and in the current *Book of Discipline*.

However, when clergy sexual misconduct occurs, the protection of victims, both past, present, and potential, requires that the misconduct be reported. Because of the covenant with the church which is an integral part of the pastoral office, it is a pastor's responsibility to call an offending pastor into account by immediately reporting information about sexual misconduct to his or her District Superintendent, the District Superintendent of the accused, or the Bishop.

Pastors who become aware of an alleged incident of sexual misconduct by another pastor are to do their utmost to encourage and support aggrieved persons and to assist in the initiation of an allegation, as provided in these Procedures. Every allegation of sexual misconduct must be taken seriously, and in no case should a pastor judge the validity of the allegation.

The requirement of confidentiality shall not prevent the Bishop or the District Superintendents from discussing allegations and related information with affected congregations, Staff/Pastor-Parish Relations committees, or others to whom it is necessary to make such disclosure, in accordance with the *Book of Discipline*, in order to protect actual or potential victims, to promote healing, or for other appropriate purposes.

Although truth-telling is essential, respect must also be given to the role of pastors in receiving confessions and the sanctity of confidential relations. Nothing in these Procedures shall be deemed to require or permit a pastor to report or reveal information received in confidence as contemplated by ¶341.5 of the *2016 Book of Discipline* and relevant decisions of the Judicial Council.

PROCEDURES

When sexual misconduct is alleged against a pastor, persons bringing allegations will be received in a respectful and caring manner. All allegations will be considered worthy of full investigation, with due respect for the presumption of innocence. Care will be taken to deal fairly and promptly with all those involved. This includes the aggrieved and his/her family, the accused and his/her family and the congregation, or other institution.

The following procedures are established to facilitate the reporting of allegations of clergy sexual misconduct:

1. Aggrieved persons are encouraged to contact a District Superintendent, the Bishop, or the designated representative of the CART Crisis Team. Any of these contacts may refer the aggrieved to a Resource Person. An allegation may be brought by the aggrieved person or by anyone who has verifiable knowledge or reasonable indication of sexual misconduct and is willing to pursue a resolution. This may include, for example, a pastor or lay person in whom the aggrieved person has confided or who has reliable information from other sources about the misconduct.
2. The District Superintendent, the Bishop to whom the allegation is brought, or the Resource Person to whom the aggrieved has been referred shall explain these Procedures to the aggrieved person or other person bringing the allegation and advise them that use of the Procedures is not a prerequisite to an aggrieved person's ability to bring a formal complaint.

3. If an allegation is brought initially to a District Superintendent, the District Superintendent shall advise the Bishop that the allegation has been received. If the aggrieved person has not requested a Resource Person and desires one, the Bishop may assign one to assist and support the aggrieved person.
4. The Resource Person assigned shall provide full assistance to the aggrieved person throughout the process, including the following:
 - a. confirming that the aggrieved person understands these Procedures and the procedures contained in the *Book of Discipline*;
 - b. verifying and clarifying the allegation with the aggrieved person, and
 - c. requesting the aggrieved person to prepare, with the assistance of the Resource Person as needed, a written statement of the allegation, which shall include a description, in reasonable detail, of the alleged sexual misconduct and related events, circumstances, and dates.
5. If a complaint is forwarded to the Bishop or a District Superintendent, ¶362 of the *2016 Book of Discipline* shall determine the process to be followed. These Procedures are not intended to limit in any way the actions the Bishop or District Superintendents may take in connection with their supervisory response to a complaint of sexual misconduct or to impose any duties on them inconsistent with the *2016 Book of Discipline* or relevant decisions of the Judicial Council. The Resource Person may continue to assist and support the aggrieved person throughout the complaint process and may attend all meetings held in connection with the process.
6. Strict confidentiality shall be maintained before, during, and after the conduct of the process outlined in these Procedures, and information regarding allegations shall be disclosed only in such manner and to such persons as specifically provided herein.
7. Because of the pain and disruption that necessarily accompany sexual misconduct, it may be necessary for certain actions to be taken following the conclusion of the processes outlined in these Procedures and in the *2016 Book of Discipline*. The Bishop and District Superintendents are encouraged to take or require such actions as they deem necessary and appropriate in their best judgment, which actions may include, for example, processes for healing within the affected congregation or institution, further resolution of unresolved conflicts, and support or counseling for aggrieved persons or accused pastors.

These Procedures establish a process for reporting incidents of sexual misconduct by any pastor (as defined above). They are not designed to address allegations or complaints of sexual misconduct by the Bishop or a District Superintendent. Persons who believe they have been affected by sexual misconduct by the Bishop or a District Superintendent may contact one of the Resource Persons for information and assistance in bringing a complaint in accordance with procedures contained in the current *Book of Discipline*.

RESOURCE PERSONS ON THE ISSUE OF SEXUAL MISCONDUCT

Resource Persons are volunteer laypersons who have been trained to provide assistance to persons who believe they have been victims of clergy sexual misconduct. Resource Persons represent the interest of aggrieved persons at all times and shall support the aggrieved persons throughout the process. Resource Persons are expected to work cooperatively with the Bishop, the District Superintendents, and the CART Crisis Team.

Resource Persons shall be the initial point of contact with those procedures for any persons who desire to use them. A person who believes that she/he may have been the victim of clergy sexual misconduct need

not register an allegation or complaint and does not have to identify her/himself when requesting a Resource Person and making an initial contact.

Functions performed by Resource Persons shall include:

1. Explaining the church's processes and procedures
2. Providing resources and referrals
3. Helping the aggrieved person prepare a written summary of the allegation and, if necessary, a formal complaint when requested by the aggrieved person.
4. Accompany the aggrieved person to meetings held in connection with the Procedures or in connection with the complaint process as allowed in the current *Book of Discipline*.
5. Calling to the attention of the Bishop and the CART Crisis Team any hostile, vindictive, or insensitive situations that arise during the process or any failure to properly follow the Procedures or the complaint process outlined in the current *Book of Discipline*.
6. Giving feedback to the CART Crisis Team regarding the process.

CART CRISIS TEAM

Under the direction of the Bishop or persons acting at the Bishop's direction, the CART Crisis Team shall have the authority and responsibility for administering the Resource Person Program, to recruit volunteers to serve as Resource Persons, to provide training and continuing education for Resource Persons, to provide annual training for the chairpersons of Staff/Pastor-Parish Relations Committees of the North Texas Annual Conference, and to broadly disseminate and make readily available information about the Resource Person Program.

RECRUITING AND TRAINING OF RESOURCE PERSONS

The CART Crisis Team recruits individuals to become Resource Persons who are known to have the qualities needed for this sensitive volunteer role. The CART Crisis Team delegates one of its members to speak with the District Superintendent of the applicant's home church prior to discussing the invitation with the individual. Then the CART Crisis Team invites the individual to complete an application form, which includes education, work history, and an authorization for a criminal background check. All applicants are interviewed by the CART Team Coordinator of the CART Crisis Team prior to being recommended to the Bishop, who writes a letter appointing the Resource Person.

The North Texas Conference is committed to the continuing education and proper training of Resource Persons. Initially, Resource Persons shall attend training recommended and planned by the CART Crisis Team, which will include the following areas:

1. roles and expectations of the Resource Person(s);
2. local organization of The United Methodist Church;
3. leaders and their leadership positions in the North Texas Conference;
4. church and community resources;
5. the North Texas Conference Policy Statement on Sexual Misconduct and Procedures for Reporting Incidents of Clergy Sexual Misconduct, and
6. The *Book of Discipline* and relevant Judicial Council rulings.

The CART Crisis Team will maintain contact with the Resource Persons and offer periodic education and training.

3. EDUCATION WITHIN THE CONFERENCE RELATING TO SEXUAL MISCONDUCT

DISSEMINATION OF POLICIES AND PROCEDURES

The Bishop, District Superintendents, and Resource Person(s) shall each have a copy of and thoroughly know the Policy Statement on Sexual Misconduct and Procedures for Reporting Clergy Sexual Misconduct in the North Texas Conference and shall be responsible for distributing such Policy and Procedures to clergy and local church chairs of Staff/Pastor-Parish Relations Committees, Administrative Councils, United Methodist Men, and United Methodist Women annually as these persons are elected. The clergy and the chair of the Staff/Pastor-Parish Relations Committee of every local church in the North Texas Conference shall have a copy of and be familiar with the Policy Statement on Sexual Misconduct, Procedures for Reporting Clergy Sexual Misconduct in the North Texas Conference, and the complaint process outlined in the current *Book of Discipline*.

The Policy and Procedures of the North Texas Conference will be available to anyone who requests a copy.

Local churches will make available to their congregations copies of the brochure entitled “Clergy Sexual Misconduct: What You Should Know” and publish the name and telephone numbers of the District Superintendents and Director of the Center for Leadership Development. Throughout the year, copies of the brochure will be placed in accessible locations within local churches. (An electronic copy of the brochure can be found on the North Texas Conference website at <http://www.ntcleadership.org/#/spprc-tool-kit>.)

TRAINING AND EDUCATION

The North Texas Conference shall provide training to educate the clergy and laity about the complaint process in the event of allegations of sexual misconduct and to heighten awareness of the clergy and laity about the seriousness of the problem of sexual misconduct, thereby aiding in the prevention of this problem in our local churches.

The goals of the training include the following:

1. to explain the abuse of power and dynamics of trust in abusive relationships;
2. to provide behavioral definitions of sexual abuse and sexual harassment;
3. to describe the impact on the victim, the perpetrator, the families, and the church;
4. to explain the Policy and Procedures of the North Texas Conference and The United Methodist Church regarding sexual misconduct;
5. to explain legal responsibilities regarding minors;
6. to introduce the Resource Person(s) and clarify their role;
7. to define the risk to church vitality, attendance and giving, liability to individuals, congregations, and the annual conference;
8. to discuss the importance of healing and how the church is an agent in the healing process;
9. to explain the need for preventative measures;
10. to discuss the importance of local church policies and procedures addressing issues of sexual misconduct;
11. to distribute copies of the brochure entitled “Clergy Sexual Misconduct: What You Should Know,” and to explain its purpose and educational use, and
12. to provide resources for local churches.

Training will be provided separately for clergy and laity. Professionals from the General Commission on the Status and Role of Women and/or others trained and knowledgeable about the issues of sexual misconduct will conduct the training.

The Board of Ordained Ministry, specifically the Committee on Conference Relations and the Residency Committee (who may choose to seek help from the chairs of the Order of Deacons, Order of Elders, Fellowship of Local Pastors, Fellowship of Diaconal Ministers, the CART Crisis Team and/or the Cabinet), will be responsible for planning and organizing the training for clergy and diaconal ministers. Pastors and diaconal ministers from every local church or charge in the North Texas Conference and those in extension ministries and the District Superintendents will receive an announcement regarding the clergy training. Clergy and diaconal ministers will be expected to attend training a minimum of once every four years. Particular attention will be given to insuring the training of new pastors in the conference (through the residency program and district training events).

With the help of the Board of Laity and the District Superintendents, the CART Crisis Team will offer training to the laity through the District Training events in January.

4. RESPONSIBILITY OF THE LOCAL CHURCH

Each local church shall establish its own policy statement on sexual misconduct, consistent with the *Book of Discipline* and the policy statement of the North Texas Annual Conference and shall establish guidelines and procedures for resolving incidents of sexual misconduct by persons other than clergy, including paid staff, counselors, lay volunteers, and others.

5. PRIORITY OF THE BOOK OF DISCIPLINE

If any provision of these Procedures is in conflict with the *2016 Book of Discipline*, the current *Book of Discipline* shall prevail.

CONFERENCE SEXUAL HARASSMENT RESPONSE POLICY

When Ministerial Professionals Encounter Boundary Violations: Sexual Harassment by Congregants

Sexual abuse, sexual misconduct, and sexual harassment are chargeable offenses both for clergy and, per *The 2016 Book of Discipline* ¶ 2702, laity.

“**Sexual Misconduct** within ministerial relationships is a betrayal of sacred trust. It is a continuum of sexual or gender-directed behaviors by either a lay or clergy person within a ministerial relationship (paid or unpaid). It can include child abuse, adult sexual abuse, harassment, rape or sexual assault, sexualized verbal comments or visuals, unwelcome touching and advances, use of sexualized materials including pornography, stalking, sexual abuse of youth or those without capacity to consent, or misuse of the pastoral or ministerial position using sexualized conduct to take advantage of the vulnerability of another. It includes criminal behaviors in some nations, states, and communities.”

(The Book of Resolutions 2016, #2044)

“**Sexual Harassment** includes, but is not limited to, the creation of a hostile or abusive working environment resulting from discrimination on the basis of gender. Contrary to the nurturing community, sexual harassment creates improper, coercive, and abusive conditions wherever it occurs in society. Sexual harassment undermines the social goal of equal opportunity and the climate of mutual respect between men and women. Unwanted sexual attention is wrong and discriminatory. Sexual harassment interferes with the moral mission of the Church.” *(The Book of Discipline 2016, ¶ 161.J)*

“Sexual harassment is a form of sexual misconduct and is defined [above] in the Social Principles. To clarify further, it is unwanted sexual or gender-directed behavior within a pastoral, employment, ministerial (including volunteers), mentor, or colleague relationship that is so severe or pervasive that it alters the conditions of employment or volunteer work or unreasonably interferes with the employee or volunteer’s performance by creating a hostile environment that can include unwanted sexual jokes, repeated advances, touching, displays, or comments that degrade, or sexually exploit women, men, elders, children, or youth.” *(The Book of Resolutions 2016, #2044)*

REMEMBER: It is always the responsibility of the person in the ministerial role to maintain appropriate boundaries. If you are a clergyperson or other church leader who has encountered boundary violations or harassment by a layperson, here is a SUGGESTED PROCESS for re-asserting and maintaining appropriate professional boundaries. At any point in this process, you may contact your senior pastor, District Superintendent, the CART Team Coordinator or the Director of the Center for Leadership Development to begin the official complaint process.

Whom to Contact:

If you would like to speak with someone about your options for taking action in response to sexual harassment, you may contact the following individuals for a confidential conversation:

Your District Superintendent**CART (Congregational Assessment, Response and Transformation) Team Coordinator**

Rev. Liz Greenwell | greenwell@ntcumc.org | (972) 526-5040 ext. 226

Center for Leadership Development Director

Rev. Cammy Gaston | cgaston@ntcumc.org | (972) 526-5036

If you would like to have a confidential conversation with a person outside of the official process to help discern your next steps, you may contact:

Margaret Nicholson, Licensed Clinical Social Worker; Lead Resource Person (214) 450-7457.

Suggested Process:**A. Initial Incident Response**

1. Pastor perceives an advance has been made.
2. Pastor needs to establish professional pastoral boundaries:
 - Identify your role as the pastor:
 - i. “I am your pastor...” “As your pastor, I...” “The United Methodist Church takes this kind of conduct very seriously and considers this behavior as sexual harassment...”
 - Identify that they are part of a community, not just “you and me” framing.
 - i. “We are in relationship to a congregation, denomination, calling(s), roles, responsibilities...” Expand the awareness of your context by bringing in others you are both responsible for and in relationship with.
 - “I cannot be your pastor if...”
3. DOCUMENT – Written and verbal – SPRC Chair and Senior/Executive pastor (if applicable).
4. Inform the DS. What? Where? When (include date, time)? Who? “Advance” behavior or verbiage? Witnesses? What happened after clarifying boundaries?
5. Call Director, Center for Leadership Development to engage CART process.

B. If inappropriate behavior continues:

1. Re-establish boundaries
 - I will not meet with you privately
 - Explain that someone will be in the church if/when you meet and that confidence will be maintained.
 - Reiterate your identity/role to congregant
2. DOCUMENT – written to SPRC and DS.

C. If violation of boundaries persists:

1. Call an informal meeting for the purpose of clarifying communally the role and responsibility of the pastor and appropriate behavior of congregants. (In the North Texas Conference, this is usually done by the CART Team who can organize and facilitate this meeting, often with the District Superintendent).
2. Invite:
 - a. DS – certainly informing him/her of your purpose, who will be attending, follow-up communication plan, meeting location, etc. Ask DS if it is appropriate (or wise) to have a conversation with the annual conference Chancellor for any recommendations or suggestions; simply being put “on notice”.
 - b. Violator – Ask him/her to bring a friend or family member – someone they trust – for a conversation with others about issues related to serving as pastor. They are to bring someone who can be reflective with them, not a person acting as legal counsel.
 - c. SPRC Chair
3. Seek resolution with CLEAR boundaries about how to behave appropriately and why the boundaries have to be maintained. Consider preparing a “Behavioral Covenant” identifying what you need as pastor and be prepared to name what behaviors need to stop by the violator. Write out the agreed “ways of being” and have everyone sign as witnesses and prayer partners. Consider meeting with those in leadership, stressing the need for confidentiality:
 - a. SPRC Chair and Committee, Lay Leader and Staff (plan to support the offended person if violator breaches behavior covenant)
 - b. Trustees, Custodians, and Security Team (building related security issues)
4. If you sense it will help, plan a follow-up meeting for a “check-in” and if further clarification/information is needed – supportive accountability.
5. Follow-up with a letter to everyone involved as to purpose of the meeting and those attending; if resolution was reached, note the specifics; thank everyone, and seek continued prayer for everyone. (Copy to DS).

D. If the violator refuses to sign a Behavior Covenant:

1. Be clear that the violator is making a choice about his/her relationship to the church and is choosing not to be in contact, communication, on church property, or attend any church programming until they agree and sign the behavior covenant.
2. Have everyone in attendance note and sign that they witnessed a refusal to sign by the violator. Follow-up by sending a certified letter to the violator, specifying a procedure he/she can initiate for future participation in any church-sponsored activities (whom to contact, etc.).
3. Send copies of all documentation via certified mail to the DS (and possibly the Bishop’s office). DO NOT ELECTRONICALLY SEND ANY DOCUMENTATION. DS along with the pastor should certainly review the status of things with the Chancellor at this time.
4. Advise the following of the failure to sign behavior covenant:
 - a. SPRC Chair and Committee
 - b. Trustees
 - c. Lay Leader
 - d. Staff
 - e. Custodian(s)
5. Make clear that professional, appropriate boundaries are taken very seriously in the UMC, as well as the need for our congregants to be responsible for maintaining safe, healthy, respectful and honoring behavior to one another and those in professional leadership.
6. Have a reporting/communication and response plan in place if/when the violator appears on church property, during church programs/services, or makes contact with church leaders.

If flirtation has happened between a clergy and a lay person (mutual attraction/ enticement):

1. **Name** and confess your participation in the confusion of boundaries and your role as pastor. Name the mixed messages/signals to bring them to light.
2. **Repent** – Identify your role as pastor and being responsible for maintaining clear, healthy, professional relationships with all in the congregation and apologize by naming the confusion and harm your behavior has brought to your relationship with the congregant.
3. **Reconcile** – Identify what boundaries must be made and kept, as well as what damaging or misleading behaviors must be stopped. Pastors – talk with a grounded confidant and make a behavior covenant with clear accountability structures built in. Example: regular and frequent meetings with confidant reflecting on issues related to wandering over healthy, professional boundaries.

Dating between clergy and parishioners

The question of whether it is acceptable for a clergyperson to date a parishioner continues to be the subject of much debate. Despite varying opinions, the Judicial Council asserts that dating, romantic, or sexual relationships between clergy and their parishioners “are never appropriate because of imbalance of power.” (*Judicial Council Decision 1228*). Relationships that pre-date an appointment, such as when a non-parishioner significant other decides to begin attending church, are not ethically inappropriate but can be systematically difficult. The superintendent should be notified when a significant other becomes a regular participant in the life of the congregation.