

THE PERMANENT JUDICIAL COMMISSION
OF THE SYNOD OF THE COVENANT
OF THE PRESBYTERIAN CHURCH (U.S.A.)

Presbytery of Lake Huron (Complainant)

V

Rev. Dr. Daniel Saperstein

Decision and Order

Disciplinary Case 221-01

This is a disciplinary case before the Synod of the Covenant Permanent Judicial Commission (SPJC or this Commission) originally filed with the Presbytery of Lake Huron on May 25, 2021, by Rev. Lindsey Carnes and the Rev. Dawn Russell. On June 8, 2021, the Presbytery of Lake Huron approved a request for the Synod of the Covenant to assume original jurisdiction of the Presbytery of Lake Huron for this investigation and this matter only. On June 14, 2021, on behalf of the Synod of the Covenant, the Administrative Commission having original jurisdiction of the Synod of the Covenant, agreed to assume original jurisdiction in the matter for the duration of the judicial process.

This disciplinary case came before the Synod of the Covenant Permanent Judicial Commission on June 23, 2022, via Zoom.

Present representing Daniel Saperstein was Judy L. Woods, attorney for Rev. Saperstein and Daniel Saperstein.

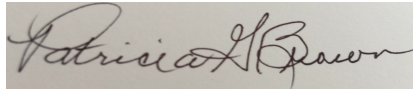
Representing the Synod of the Covenant were: Marianne Grano, Bob Armstrong, Jessica MacMillan, Kim Mauer, and Richard Milligan.

Present for the Synod of the Covenant Permanent Judicial Commission were: Patricia Brown (Moderator), Lori Schmidt, Juliann Joy, Carmen Cox-Harwell, Tim Dyck, and Dale Riley,

Others in attendance were Ted McCulloch, stated clerk for Lake Huron, and Fran Lane-Lawrence, stated Clerk for Synod of the Covenant.

The Synod of the Covenant Permanent Judicial Commission met on June 23, 2022, for a Pretrial Conference for case 221-01, Presbytery of Lake Huron v Daniel Saperstein. Members of the SPJC considered and discussed the charges filed and the Alternative Form of Resolution filed with the charges. Members of the SPJC asked questions of Daniel Saperstein, then concluded discussions and dismissed everyone but members of the Permanent Judicial Commission. After a time of deliberation, the Synod Permanent Judicial Commission unanimously approved the terms of the following Alternative Form of Resolution. IN WITNESS THEREOF this agreement is executed effective as provided herein:

Date: 7-13-2022



Pat

Brown, Moderator of the Synod Permanent Judicial Commission

Date: 7-13-2022



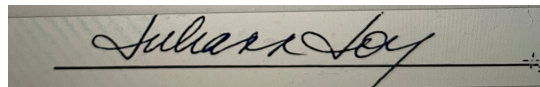
Lori Schmidt, Asst. Clerk of the SPJC

Date: 8-5-22



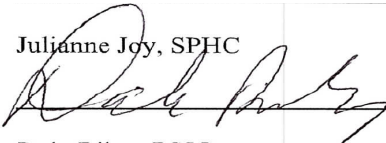
Carmen Cox-Harwell, SPJC

Date: 7-13-22



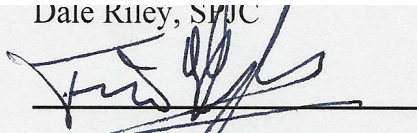
Julianne Joy, SPHC

Date: 7-13-2022



Dale Raley, SPJC

Date: 7/18/22



Tim Dyck, SPJC

CONSENT ORDER AND AGREEMENT

THIS CONSENT ORDER AND AGREEMENT ("Agreement") is entered into by and between the Reverend Dr. Daniel M. Saperstein ("Rev. Saperstein") and the Presbytery of Lake Huron and the Synod of the Covenant, (the Synod of the Covenant having assumed original jurisdiction of this disciplinary case from the Presbytery of Lake Huron) (collectively the Presbytery and the Synod are referred to together as the "Presbytery") (each of them a "Party").² The Parties, for good and valuable consideration, the adequacy of which is hereby acknowledged, now agree as follows:

1. The Presbytery initiated an investigation and submitted a summary of charges³ in a disciplinary case against Rev. Saperstein (the "Disciplinary Case"). The Disciplinary Case is pending before the Permanent Judicial Commission of the Synod of the Covenant (the "PJC") and is identified as "*Presbytery of Lake Huron v. Rev. Dr. Daniel M Saperstein.*"
2. Rev. Saperstein disputes the written accusation against him and the summary of charges presented by the Investigating Committee in the Disciplinary Case but has agreed to plead "guilty" to the charges described herein below.

¹ Rev. Saperstein is represented by his counsel, Judy L. Woods, a ruling elder, and member of Second Presbyterian Church in Indianapolis, Indiana in the Presbytery of Whitewater Valley.

² The Presbytery initially appointed an investigating committee for this matter, but later asked the Synod of Lake Huron to assume original jurisdiction for this matter. The Synod, acting as the Presbytery, appointed an Investigating Committee composed of Rev. Robert G. Armstrong (Chair), Rev. Marianne Grano, Rev. Jessica MacMillan, and elders Kimberly Mauer and Richard Milligan (the "Synod Investigating Committee"). After a mediation session among the Parties on June 2, 2020, the Parties reached an agreement in principle. This proposed Consent Order and Agreement has been agreed to and approved by Rev. Saperstein, Ms. Woods, and all five members of the Investigating Committee, and they jointly seek approval of this Agreement from the Synod PJC.

³ All references to the "charge" or "charges" are to the proposed charge as set forth herein unless otherwise noted.

3. Recognizing the expense, effort and uncertainty involved in proceeding to trial; the short- and long-term detrimental effects that a trial would likely have on Presbytery, whose members and staff would find themselves testifying on both sides of this dispute; and recognizing that the goals of discipline in the Presbyterian Church (U.S.A.) include honoring God, achieving justice and compassion for all the participants involved, bringing members to repentance and restoration, building up the Body of Christ, not destroying it, and redeeming, not punishing, the Presbytery and Rev. Saperstein have agreed to conclude the Disciplinary Case on the basis of their agreement to do the things described herein below.

4. This Agreement will be effective when it is signed by the Parties and approved by the PJC. If this Agreement is not approved by the PJC, this Agreement shall be null and void, and the Parties shall be returned to their positions as if this Agreement had not existed. Unless and until this Agreement is approved by the PJC, Rev. Saperstein and the Presbytery do not waive, but expressly reserve, all arguments, claims, and defenses that could be raised in the Disciplinary Case, whether any such argument, claim, or defense occurred before or after June 23, 2022. Neither this Agreement, nor any portion or term of this Agreement, shall be admissible in any ecclesiastical or secular court or proceeding, except by a Party to enforce its terms.

The Charges

5. The Investigating Committee alleges and charges that Rev. Saperstein acted in a manner that violated Scripture and the Constitution of the Presbyterian Church (U.S.A.) and misused his position as the Executive Presbyter of the Presbytery of Lake Huron by:

(A) engaging in sexual misconduct with a subordinate employee while in a supervisory relationship with said employee, through misuse of ordered ministry or position, and

(B) failing to serve as a friend among his colleagues in ministry and to further the peace, unity, and purity of the church.

In response to these charges, Rev. Saperstein has agreed to plead guilty and accept the censure of temporary exclusion of office (as described herein below).

6. Once the PJC has approved this Agreement, the Disciplinary Case will be concluded, and it will be dismissed in its entirety with prejudice.

The Agreed Form of Censure

7. Rev. Saperstein shall be subject to the censure of "temporary exclusion from the exercise of ordered ministry" for a period of ninety days commencing on the date this Agreement is approved by the PJC, but in any event, not later than June 23, 2022 (the "Censure"), which censure shall be carried out as provided in Book of Order D-12.0104. Upon approval of the Agreement, Rev. Saperstein will resign immediately from any office, committee membership, or position he currently holds in the PC(USA). During the period of the Censure, Rev. Saperstein shall not exercise any office or position in the PC(USA) as a minister of Word and Sacrament and shall not participate as a member of any commission or committee within the PC(USA). The Censure shall automatically expire at the end of ninety days (and no later than September 21, 2022), at which time Rev. Saperstein shall be fully restored to the exercise of ordered ministry as a PC(USA) minister of Word and Sacrament.

Other Terms

8. Rev. Saperstein and the Presbytery agree to work in good faith to fulfill their obligations under this Agreement and to attempt to resolve any dispute arising under this Agreement in good faith.

9. The Stated Clerk of the Presbytery shall comply with the requirements of the

BOOK OF ORDER in reporting to the Presbytery any orders of the PJC with respect to this Agreement and the completion of its terms.

10. The Parties each represent and affirm that they have not filed any complaints, actions, charges, causes of action, or remedial or disciplinary complaints against any other Party regarding any matter which occurred on or after the Effective Date of this Agreement with any local, state, federal or ecclesiastical agency, office, entity, commission, committee or court, and the Parties agree that any such complaint, action, charge, cause of action or disciplinary or remedial complaint shall be withdrawn and dismissed with prejudice before this Agreement shall be deemed effective. In the event that person not a party to this Agreement files or attempts to file any complaint, action, charge, cause of action, or remedial or disciplinary complaint against any Party to this Agreement with respect to Rev. Saperstein and the subject matter of the Disciplinary Case, the Parties agree to cooperate to obtain the dismissal of any such complaint, action, charge, cause of action, or remedial or disciplinary complaint with prejudice.

11. The Presbytery agrees to provide to Rev. Saperstein's counsel a true and correct copy of his entire personnel file as maintained by the Presbytery within at least ten business days of the Effective Date of this Agreement. Within ten business days of receiving a copy of his personnel file, Rev. Saperstein may insert into his file a response to any document presently in his Presbytery personnel file.

12. Each Party represents that he or it has carefully read this Agreement; fully understands all of the terms and provisions of this Agreement and the Agreement's binding effect; is entering into this Agreement voluntarily and without coercion or duress; has not relied and may not rely upon the legal or other advice of any other Party or any other Party's counsel in entering into this Agreement; each Party has had the opportunity to negotiate fully the terms of

this Agreement and its terms shall be interpreted and construed without any presumption or inference based upon or against the Party causing this Agreement to be drafted; no other person or entity has any interest in the matters addressed in this Agreement, and no Party has assigned or transferred or purported to assign or transfer, to any person or entity, any claim, right or benefit under this Agreement.

13. The Parties have agreed to the statement attached as Exhibit A to this Agreement which shall be used by Rev. Saperstein in responding to the Sexual Misconduct Self-Certification section of the Personal Information Form. Rev. Saperstein agrees that he will check the box that states: "I am unable to make the above certification. I offer, instead, the following description of the complaint, termination, or the outcome of the situation with explanatory comments," and agrees he will attach Exhibit A when he completes and submits the Personal Information Form to a prospective PC(USA) employer. In responding to any inquiry from any potential employer or call to ministry for Rev. Saperstein, the Presbytery shall provide a reference that confirms Rev. Saperstein's dates of employment, title/position, and compensation amounts, and shall provide no other information or comment other than by providing a copy of Attachment A to this Agreement.

14. This Agreement reflects and contains the entire Agreement between and among the Parties, and no statements, promises or inducements made by or on behalf of a Party or any Party's counsel or representatives that are not contained in this Agreement or the attachments to it shall be binding. No amendment or modification to this Agreement shall be effective unless and until agreed to in writing and signed by all the Parties. To be effective, a waiver of any right under this Agreement must be in writing and signed by the waiving Party, and a waiver of any right shall not be deemed a waiver of other rights, including rights as may relate to future or continued performance of this Agreement.

15. The Parties agree promptly and in good faith to execute and deliver such

documents and to do such acts and things as may be necessary or appropriate to carry out the purposes and intent of this Agreement, although such documents, acts, and things may not specifically be mentioned in this Agreement.

16. This Agreement shall inure to the benefit of and be binding upon Rev. Saperstein's agents and immediate family (spouse and children) and upon the current and future employees, staff, officers, elders, deacons, trustees, and representatives of the Presbytery as well as all Synod personnel persons appointed by the Synod in connection with the Disciplinary Case.

17. This Agreement shall be governed by the BOOK OF ORDER of the Presbyterian Church (U.S.A.), and to the extent secular law is applicable, by the laws of the State of Michigan, without regard to its choice of law of provisions.

18. This Agreement may be prepared in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one Agreement. Each person signing this Agreement represents and warrants that he or she is duly and fully authorized to enter into and execute this Agreement, as a binding commitment on behalf of the Party for which he or she purports to act.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, this Agreement is executed effective as provided herein

above by:

Date: 6-12. 2022



Rev. Daniel M. Saperstein

Date: _____

Rev. Robert G. Armstrong, Chair of the Investigating
Committee

Date: _____

Rev. Marianne Grano, Member of the Investigating
Committee

Date: _____

Rev. Jessica MacMillan, Member of the Investigating
Committee

Date: _____

Kimberly Mauer, Member of the Investigating Committee

Date: _____

Richard S. Milligan, Member of the Investigating Committee

EXHIBIT A TO CONSENT ORDER AND AGREEMENT
(Statement for PIF)

In the winter and spring of 2021, while still married, I violated professional boundaries by spending time within and outside of work hours developing an emotional and sexual attachment towards a subordinate staff member who was also married. Over a period of some months, that attraction developed into a romantic relationship, and eventually, marriage. An accusation was made that my actions violated Scripture and the Constitution, and an Investigating Committee was formed. Following the investigation, I agreed to plead guilty to two charges: that my actions were (a) inconsistent with the intent and spirit of D-10.0401(c), and (b) I failed to serve as a friend to my colleagues in ministry and to further the peace, unity, and purity of the church (W-4.0404g). I resigned from my position as Executive Presbyter in December 2021. I agreed to an alternative form of resolution in lieu of a trial and agreed to a ninety-day temporary exclusion from the exercise of ordered ministry for the period June 23, 2022, through September 21, 2022.

EXHIBIT A TO CONSENT ORDER AND AGREEMENT
(Statement for PIF)

In the winter and spring of 2021, while still married, I violated professional boundaries by spending time within and outside of work hours developing an emotional and sexual attachment towards a subordinate staff member who was also married. Over a period of some months, that attraction developed into a romantic relationship, and eventually, marriage. An accusation was made that my actions violated Scripture and the Constitution, and an Investigating Committee was formed. Following the investigation, I agreed to plead guilty to two charges: that my actions were (a) inconsistent with the intent and spirit of D-10.040l(c), and (b) I failed to serve as a friend to my colleagues in ministry and to further the peace, unity, and purity of the church (W-4.0404g). I resigned from my position as Executive Presbyter in December 2021. I agreed to an alternative form of resolution in lieu of a trial and agreed to a ninety-day temporary exclusion from the exercise of ordered ministry for the period June 23, 2022, through September 21, 2022.

IN WITNESS WHEREOF, this Agreement is executed effective as provided herein

above by:

Date: _____

Rev. Daniel M. Saperstein

Date:

10/13/2022



Rev. Robert G. Armstrong, Chair of the Investigating
Committee

Date: _____

Rev. Marianne Grano, Member of the Investigating
Committee

Date: _____

Rev. Jessica MacMillan, Member of the Investigating
Committee

Date: _____

Kimberly Mauer, Member of the Investigating Committee

Date: _____

Richard S. Milligan, Member of the Investigating Committee

IN WITNESS WHEREOF, this Agreement is executed effective as provided herein

above by:

Date: _____

Rev. Daniel M. Saperstein

Date: _____

Rev. Robert G. Armstrong, Chair of the Investigating
Committee

Date: _____

Rev. Marianne Grano, Member of the Investigating
Committee

Date: 6/11/2022

Jessica L. MacMillan

Rev. Jessica MacMillan, Member of the Investigating
Committee

Date: _____

Kimberly Mauer, Member of the Investigating Committee

Date: _____

Richard S. Milligan, Member of the Investigating Committee

IN WITNESS WHEREOF, this Agreement is executed effective as provided herein

above by:

Date: _____

Rev. Daniel M. Saperstein

Date: _____

Rev. Robert G. Armstrong, Chair of the Investigating
Committee

Date: _____

Rev. Marianne Grano, Member of the Investigating
Committee

Date: _____

~~Rev. Jessica MacMillan, Member of the Investigating
Committee~~

Date: 09-17-22



Kimberly Mauer, Member of the Investigating Committee

Date: _____

Richard S. Milligan, Member of the Investigating Committee

IN WITNESS WHEREOF, this Agreement is executed effective as provided herein

above by:

Date: _____

Rev. Daniel M. Saperstein

Date: _____

Rev. Robert G. Armstrong, Chair of the Investigating
Committee

Date: _____

Rev. Marianne Grano, Member of the Investigating
Committee

Date: _____

Rev. Jessica MacMillan, Member of the Investigating
Committee

Date: _____

Kimberly Mauer, Member of the Investigating Committee

Date: 6/12/2022



Richard S. Milligan, Member of the Investigating Committee

IN WITNESS WHEREOF, this Agreement is executed effective as provided herein

above by:


Date: _____

Rev. Daniel M. Saperstein

Date: _____

Rev. Robert G. Armstrong, Chair of the Investigating
Committee

Date: : 6-12-22



Rev. Marianne Grano, Member of the Investigating
Committee

Date: _____

Rev. Jessica MacMillan, Member of the Investigating
Committee

Date: _____

Kimberly Mauer, Member of the Investigating Committee

Date: _____

Richard S. Milligan, Member of the Investigating Committee