

**PRESBYTERIAN CHURCH (U.S.A.)  
PERMANENT JUDICIAL COMMISSION  
OF THE PRESBYTERY OF DETROIT**

THE PRESBYTERIAN CHURCH (U.S.A.),  
BY THE PRESBYTERY OF DETROIT,

v.

DISCIPLINARY CASE NO. 2018-01

REV. DR. FAIRFAX F. FAIR,

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**JUDGMENT**

Whereas, you, Fairfax F. Fair, have been found guilty of Charge II, the offense of failing to act as friend among your colleagues in ministry at First Presbyterian Church, Ann Arbor, and failing to create a work environment of respect and collegiality among church staff, and of creating a hostile work environment, and by such offense you have acted contrary to the Scriptures and the Constitution of the Presbyterian Church (U.S.A.), (W-4.0404e, Romans 12:10, Galatians 5:13-15, 1 Peter 2:17, Philippians 2:3-5, Leviticus 19:15-18); now, therefore, the Permanent Judicial Commission the Presbytery of Detroit, in the name and authority of the Presbyterian Church (U.S.A.), expresses its condemnation of this offense, rebukes you, and orders you to satisfactorily complete a program of supervised rehabilitation supervised by the Committee on Ministry of the Presbytery of Detroit per the Consent Agreement below, which was submitted and approved by the parties, and which is hereby approved and incorporated into this judgment.

Charges I and III are dismissed with prejudice.

You are enjoined to be more watchful and avoid such offense in the future. We prayerfully urge you to use diligently the means of grace to the end that you may be more obedient to our Lord Jesus Christ.

**Full Text of the Consent Agreement will be inserted here.**

Date: 1 November, 2018



Neeta R. Nichols, Moderator  
Permanent Judicial Commission  
Presbytery of Detroit

Date: Nov 1, 2018, 2018



Howard B. Hill, Clerk  
Permanent Judicial Commission  
Presbytery of Detroit

## **CONSENT AGREEMENT**

THIS CONSENT AGREEMENT (“Agreement”) is entered into by and between the Reverend Dr. Fairfax F. Fair (“Dr. Fair”)<sup>1</sup> and the Presbytery of Detroit (the “Presbytery”) (each of them a “Party”).<sup>2</sup> 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 filed charges<sup>3</sup> in a disciplinary case against Dr. Fair. The “Disciplinary Case” is pending before the Permanent Judicial Commission of the Presbytery of Detroit (the “PJC”) and is identified as “*Presbytery of Detroit v. Rev. Dr. Fairfax F. Fair*, Case No. 2018-01.”

2. Dr. Fair disputed the charges in the Disciplinary Case and pled “not guilty.”

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 First Presbyterian Church of Ann Arbor, Michigan (“First Presbyterian Church”), 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 Dr. Fair 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

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<sup>1</sup> Dr. Fair is represented by her counsel, Judy L. Woods and David Deromedi.

<sup>2</sup> The Presbytery is represented by a Prosecuting Committee, whose members are Charon Barconey and Dan Michalek, and its counsel Marianne Grano.

<sup>3</sup> The charges have been amended twice by the Prosecuting Committee. All references to the “charges” are to the Second Amended Charges unless otherwise noted.

Parties shall be returned to their positions as if this Agreement had not existed. 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. Charge I alleges that Dr. Fair misrepresented the circumstances related to announcement of the dissolution of the call of Dr. James Monnett to serve in a validated ministry at First Presbyterian Church. Charge I shall be dismissed in its entirety with prejudice.

6. Charge II alleges that Dr. Fair did not act as friend among her colleagues in ministry at First Presbyterian Church, and failed to create a work environment of respect and collegiality among church staff. Dr. Fair has agreed to plead guilty and accept the censure of rebuke with supervised rehabilitation (as described herein below) to Charge II.

7. Charge III alleges that Dr. Fair failed to require the Clerk of Session of First Presbyterian Church to take minutes at executive meetings of the session in accordance with Robert's Rules of Order. Charge III will be dismissed in its entirety with prejudice.

#### The Agreed Form of Censure

8. Dr. Fair shall be subject to the censure of "Rebuke with Supervised Rehabilitation" (the "Censure"), which censure shall be carried out as provided in Book of Order D-12.0103. The Censure shall not exclude Dr. Fair from the exercise of ordered ministry.

9. Dr. Fair intends to seek dissolution of her call to First Presbyterian Church and move her residence to the Presbytery of New Covenant. The Presbytery of Detroit shall not object to Dr. Fair's move to Houston, which may occur at any time of Dr. Fair's choosing.

10. Dr. Fair agrees to not seek or accept any call to installed ministry within the Presbyterian Church (U.S.A.) beginning on the Effective Date of this Agreement and continuing until such time as she has successfully completed the "Rehabilitation Plan" outlined herein below. This

period of time shall be referred to as the “Rehabilitation Period.” During the Rehabilitation Period, Dr. Fair may exercise her ordained office, as a member at large of the Presbytery of Detroit; may participate and vote at Presbytery meetings (provided the subject matter of any such meeting does not pertain to her); may preach and serve in temporary pastoral relationships as provided in G-2.0504b; and if requested to do so and with the written approval of the Presbytery’s Committee on Ministry (“COM”), may administer communion and perform baptisms.

11. Dr. Fair agrees to and shall fulfill in good faith each and all of the steps outlined herein below as the “Rehabilitation Plan.” The Presbytery and COM agree to work in good faith to fulfill their obligations under this Agreement.

12. 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.

#### The Rehabilitation Plan

13. Supervision. The Presbytery’s COM shall appoint one of its members who is a Minister of the Word and Sacrament to act as the Presbytery’s liaison with Dr. Fair during the Rehabilitation Period in order to facilitate communication with Dr. Fair and to receive any reports or requests from Dr. Fair (the “COM Liaison”).

14. Personal Counseling. Dr. Fair agrees to participate in a course of counseling with a qualified mental health professional of at least 24 sessions to address issues related to Charge II, including discussion of developing and maintaining personal relationships in a work environment and collaboration with co-workers and the use of power and authority in a Christ-like model of servant leadership. The sessions may be scheduled weekly or more or less frequently as may be recommended by Dr. Fair’s mental health professional, with the expectation that the sessions will span about six months. Dr. Fair has selected Rev. Dr. Joseph S. Spidell as her mental health professional. If for any

reason Dr. Spidell cannot serve as Dr. Fair's mental health professional, a substitute mental health professional shall be selected by Dr. Fair, and Dr. Fair shall notify the COM of the substitution. The COM reserves the right to disapprove any substitute mental health professional on the basis of her/his lack of professional qualifications or experience, but shall not unreasonably withhold its approval. The specific course of Dr. Fair's counseling shall be developed between Dr. Fair and her mental health professional and shall remain confidential between them. The mental health professional shall be provided with a copy of the charges as presently filed in the Disciplinary Case and a copy of this Agreement. The mental health professional shall provide a confidential report to the COM when at least twelve counseling sessions have been completed and at the conclusion of 24 sessions. The reports shall state whether Dr. Fair has engaged in good faith in the counseling sessions as required by this Agreement, but shall not reveal any confidential communications between the mental health professional and Dr. Fair.

15. Educational Activities. Dr. Fair agrees that she shall attend two of the following continuing pastoral education activities:

- November 6-7, 2018, Stepping Up to Staffing and Supervision, Washington D.C., 2-day workshop lead by Rev. Dr. Susan Beaumont (formerly of the Alban Institute).
- Leadership In Ministry, April 8-10, 2019, part I of II, 3 day workshop offered by Columbia Theological Seminary
- Leadership In Ministry, October 14-16, 2019, part II of II, 3 day workshop offered by Columbia Theological Seminary
- Transitional Ministry Workshop February 11-14, 2019, 4-day workshop offered by Menucha Retreat and Conference Center, Portland, Oregon

In the event one or more of these workshops is not available, Dr. Fair will seek a comparable program and submit the brochure for the substitute program to the Presbytery's COM,

which shall not unreasonably withhold its approval for the substitution.

16. Payment for the Rehabilitation Plan. Nothing in this Agreement shall preclude Dr. Fair from participating in any continuation of health care or similar benefits available to Dr. Fair to the extent that she is eligible to do so under the terms of any such plan, including any such benefits offered by the Board of Pensions of the Presbyterian Church (U.S.A.), and Dr. Fair may utilize such benefits to the extent they are available to cover the expenses of this Rehabilitation Plan, including the costs of counseling. Dr. Fair shall utilize the 2018 continuing education allowance paid to her by First Presbyterian Church in the amount \$3,500 to pay the cost of the Educational Activities, including tuition, registration, housing, meals, travel or other costs associated with the Educational Activities.

17. Conclusion of Rehabilitation. When Dr. Fair has fulfilled the Personal Counseling and Educational Activities requirements of this Rehabilitation Plan, she shall submit a written statement of completion to the Presbytery's COM (the "Completion Statement"). This Completion Statement shall include proof of attendance at the Educational Activities and a statement from Dr. Fair's mental health professional that the requisite counseling sessions (as described in paragraph 14 above) have been satisfactorily completed. The COM Liaison shall submit Dr. Fair's Completion Statement to the COM for its final approval. The COM shall review the Completion Statement and confer with the COM Liaison, to determine whether Dr. Fair has satisfactorily completed the requirements of this Rehabilitation Plan. The COM shall act in good faith in determining whether to approve the Completion Statement and shall not unreasonably change the terms of the Rehabilitation Plan. After COM has received and approved the Completion Statement, the Presbytery's Stated Clerk shall announce the completion of Dr. Fair's Rehabilitation Plan at the next regularly scheduled Presbytery meeting, and the records of the Presbytery shall reflect these actions.

18. In the event that Dr. Fair fails to complete the Rehabilitation Plan on or before November 1, 2019, or within a reasonable time thereafter, Dr. Fair agrees to meet with COM promptly

and the COM or its designees and Dr. Fair shall work in good faith to address any failure to complete the Rehabilitation Plan. The decision as to whether Dr. Fair has satisfactorily completed the Rehabilitation Plan rests with the COM, and the COM shall not transfer Dr. Fair's membership to another Presbytery until she has completed the Plan. Once Dr. Fair has completed the Rehabilitation Plan, the Presbytery of Detroit shall transfer her membership to the Presbytery of New Covenant or such other Presbytery as Dr. Fair may request in writing.

19. The Parties 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 before 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.

20. The Presbytery agrees to provide to Dr. Fair's counsel a true and correct copy of her 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 her personnel file, Dr. Fair may insert into her file a response to any document presently in her Presbytery personnel file.

21. Each Party represents that she 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.

22. 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.

23. 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.

24. This Agreement shall inure to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors and assigns.

25. 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.

26. 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.

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



Date: 11/1/2018

/s \_\_\_\_\_  
Rev. Dr. Fairfax F. Fair \_\_\_\_\_

Date: 11/12/2018

/s \_\_\_\_\_  
Charon Barconey, Member of the Prosecuting  
Committee \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ Rev. Dan Michalek, Member of the Prosecuting Committee\_\_\_\_\_

