

On Prohibiting Non-Disclosure Covenants in Employee Relations

The Presbytery of _____ overtures the 227th General Assembly (2026) of the PC(USA):

- 1) **To direct staff to rewrite employee policies concerning the use of non-disclosure covenants with all employees, and to re-establish the authority of the Constitution of the Presbyterian Church (U.S.A.) in hiring and employee relations, making clear that when state law contradicts the Constitution, the Constitution holds primary authority in employee relations with staff of the Presbyterian Church (U.S.A.) at all levels;**
- 2) **To report on revisions in employee policies to the 228th General Assembly (2028).**

Rationale

The 226th General Assembly approved an overture that was subsequently passed by the presbyteries, which operates to prohibit the use of non-disclosure agreements in pastoral calls (POL-08, On Dissolution of Pastoral Relationships). The rationale for that overture reminded commissioners of the vows people take at ordination to serve one another, God, and God's church with love, citing W-4.0404. The overture noted that non-disclosure agreements move people in congregations and other bodies of the church to the opposite of this, and to "engender speculation rather than truth-seeking", inviting "speculation that is typically a disservice to all parties".

Mission co-workers employed by PC(USA) World Mission found themselves in a like position to those who have served under non-disclosure agreements in and with the councils of the denomination. When the decision was made to terminate all mission co-worker positions in March 2025, those serving in these positions served under a non-disclosure covenant, which staff of the Interim Unified Agency (IUA) have labored since the plan to terminate mission co-workers was made public to define as *not* a non-disclosure agreement. However, mission co-workers who chose to share their sense of what was happening received threats and warnings from supervisory IUA staff, who reminded them of the covenant under which they served, and raised the possibility of losing severance if mission co-workers continued sharing about their experiences.

Additionally, the law of the state of Kentucky was brought to bear in the mission co-worker firing process. Mission co-workers served under appointment for a set term of years. So, they understood—as did the global partners with whom they served—that their employment was secure for at least the terms of their appointments. However, Kentucky has "at-will" employment, and this was referenced to mission co-workers who brought up the issue of their appointment terms. Mission co-workers were advised by IUA staff that they would not receive an answer to questions about why their positions were being terminated, and the right to fire employees at will and without cause was also referenced.

It has become clear that non-disclosure covenants and non-disclosure agreements are an example of a distinction without a difference. It has also become increasingly clear that the Constitution of the Presbyterian Church (U.S.A.) has the capacity to lead the denomination toward more faithful relationships between all in the church and the world, and between employer and employee, and should be thus used to do this faithful work. It is crucial, then, that those who serve the IUA and our global partners be accorded the respect and love outlined in the Constitution of the PC(USA). This overture seeks to employ and build upon the wisdom of the 226th General Assembly in prohibiting non-disclosure agreements to prohibit non-disclosure covenants as well, and to expand this prohibition in hiring, termination, and employee relations with all IUA staff (and the staff of any future agency leading the denomination), wherever they may serve in the world.