

PRESBYTERY OF GENESEE VALLEY

POLICY FOR THE DISSOLUTION OF PASTORAL RELATIONSHIPS

I. Introduction

The pastoral relationship in the Presbyterian Church (USA) is a three-way covenant between a Pastor, a Congregation and a Presbytery; or with a New Church Development, a two-way covenant between Pastor and Presbytery with the needs and perspectives of the New Church Development carefully considered. All three (or both) parties must concur before the pastoral relationship may be established or dissolved. It is the Presbytery, ordinarily through its Committee on Ministry which must concur both in the creation of or the dissolution of the pastoral relationship. Moreover, the COM has responsibility for ongoing review and supervision of the relationship between a Pastor and a Congregation or a New Church Development.

When a pastoral relationship is established, it is a time of celebration. But there inevitably comes a time that the pastoral relationship will be dissolved. Most commonly, it is the Pastor who initiates the dissolution of the pastoral relationship, ordinarily to accept another pastoral call, to enter another form of labor, or to voluntarily retire from professional ministry. Ideally, when that time comes, such dissolution happens amicably and with a measure of grief and recognition of ministry.

However, on occasion, the pastoral relationship is dissolved under less than ideal circumstances. There are occasions when either the Congregation or Presbytery initiates action to end a relationship with a particular Pastor, with which the particular Pastor may not immediately agree. This is known as involuntary separation. Through counseling and assistance from the Committee on Ministry, it is hoped that such involuntary dissolutions may become mutually agreed upon.

Most dissolutions are without conflict, yet even in these cases, careful adherence to these guidelines and the drafting of a dissolution agreement to cover such matters as ending date, unused vacation, medical coverage for a bridge period, and resolution of any financial issues that the Pastor may have with the Congregation, etc. can result in a smooth, conflict-free transition.

Although dissolution of the pastoral relationship also may occur following efforts to resolve conflict within a Congregation, this document does not include the steps that should be taken to resolve the conflict. It does, however, cover the procedure for dissolution and guidelines for a dissolution agreement for situations in which efforts at conflict resolution result in dissolution and shall be adhered to in all circumstances. This policy's intent is never to be punitive.

All considerations should be made in developing an exit strategy that would allow for the Congregation and Pastor to process the dissolution of the pastoral relationship without undo haste but without undo delay. Pastoral care should be exercised toward the Congregation, the Pastor, the Session and the entities of the Presbytery while developing dissolution terms and implementing the exit strategy. Unless there are disciplinary considerations, the duration of a Pastor's tenure along with the impact of his/her ministry should be considered in developing an exit strategy that allows a ministry to end with intention and a sense of completion. To that end specific ministry resolution goals and time-lines should be explored, agreed upon and implemented as part of the terms of dissolution. Should dissolution of a pastoral relationship be unavoidable or preferable, dissolution and any agreement for the Pastor not moving immediately to a new call are to serve as a bridge from one call to another in a vocation where mobility is limited.

This policy does not apply to the termination of interim or temporary pastoral relationships or to the termination of a designated pastor at the end of the agreed-upon period because these relationships have generally an inherent end date in the contractual agreement signed by all three parties. But care is to be

taken that no one party is taken advantage of during the separation time even with these types of relationships.

II. Governing Principles

The relevant governing provisions from the *Book of Order* are found in G-2.09 Dissolutions:

An installed pastoral relationship may be dissolved only by the presbytery. Whether the teaching elder, the congregation, or the presbytery initiates proceedings for dissolution of the relationship, there shall always be a meeting of the congregation to consider the matter and to consent, or decline to consent, to dissolution.

A pastor, co-pastor, or associate pastor may request the presbytery to dissolve the pastoral relationship. The minister must also state her or his intention to the session. The session shall call a congregational meeting to act upon the request and to make recommendations to presbytery. If the congregation does not concur, the presbytery shall hear from the congregation, through its elected commissioners, the reasons why the presbytery should not dissolve the pastoral relationship. If the congregation fails to appear, or if its reasons for retaining the relationship are judged insufficient, the request may be granted and the pastoral relationship dissolved.

A similar procedure is followed if any congregation desires the pastoral relationship to be dissolved. A congregation requests the session to call a congregational meeting to dissolve its relationship with its pastor, the session shall call the meeting and request the presbytery to appoint a moderator for the meeting. If the pastor does not concur with the request to dissolve the relationship, the presbytery shall hear from him or her the reasons why the presbytery should not dissolve the relationship. If the pastor fails to appear, or if the reasons for maintaining the relationship are judged insufficient, the relationship may be dissolved.

The presbytery may inquire into reported difficulties in a congregation and may dissolve the pastoral relationship if, after consultation with the minister, the session, and the congregation it finds the church's mission under the Word imperatively demands it.

The following principles provide helpful background to understanding and implementing this policy.

1. Every call in the PC (USA) is an agreement between the Presbytery, the Pastor and the Congregation. All three parties are involved in every decision regarding the establishment of a pastoral relationship and the dissolution of a pastoral relationship.
2. All dissolution agreements will be preceded by an appropriate process of review, evaluation, and/or conflict intervention by the Committee on Ministry. This process can be initiated in writing to the Committee on Ministry by the Pastor, Session, or Administrative Commission.
3. When the Congregation and the Pastor are in agreement, the Committee on Ministry (COM) is empowered to act with the authority of the Presbytery to dissolve the relationship in this regard and report such action to the Presbytery. If all parties are not in agreement, the action proceeds to the floor of the Presbytery as specified in the Book of Order.
4. All official matters regarding the dissolution of a Pastor's relationship with a Congregation or New Church Development shall be documented in writing and shared with all three parties.
5. All conditions for dissolution shall be compatible with the provisions of the Book of Order.
6. Once COM or Presbytery has taken a positive action, all agreements are final. COM/ Presbytery will be responsible for monitoring the completion of the agreement. No further negotiations,

changes in the agreement, or alterations may be made after the vote of approval by the COM/Presbytery.

7. The dissolution agreement will include the specific arrangements for termination of pastoral service, and any financial terms that are agreed to, as well as a waiver of any right to sue or take legal action related to that agreement unless the agreement is not fulfilled.

III. Reasons for Dissolution

A. Resignation - This ordinarily occurs under one of the following circumstances:

- The Pastor chooses to accept another call
- The Pastor chooses to lay aside ordination/ask for release from ordained office
- The Pastor chooses to renounce jurisdiction
- The Pastor chooses to join another denomination
- The Pastor chooses to become inactive and is removed from the active roll of Presbytery
- The Pastor chooses to be honorably retired
- The Pastor chooses to resign citing “personal reasons” rather than a specific reason

Voluntary dissolution may take place after written notice to the Session, the vote of the Congregation, and the vote of the Presbytery which acts to dissolve the pastoral relationship.

- B. Reduction in Work Force - Dissolution because of the elimination of a position, retrenchment in budget, or for other circumstances arising out of no fault of the Pastor, is at the discretion of the Session and Congregation, or Administrative Commission, with the approval of the Presbytery. Written notice is to come to COM from the Session or Administrative Commission after consultation with the pastor. COM is encouraged to check with state laws to make sure that the agreement meets the standards for such cases in New York State.
- C. Incapacitation - Physical or mental impairment of a permanent or progressive nature may become a cause for dissolution if or when unsatisfactory performance results or may become a case for voluntary dissolution. While arising out of no fault of the Pastor, dissolution is at the discretion of the Session and Congregation, or Administrative Commission with the approval of the Presbytery. Written notice is to come to COM from the Session or Administrative Commission after consultation with the Pastor.
- D. Incompatibility - Either the Pastor or the Session may request that COM assist in achieving a mutually agreed upon dissolution to a relationship which the Pastor or Session believes is no longer workable. This may be the result of significant differences between a Pastor’s gifts/ministry and a Congregation’s sense of needed pastoral gifts for its ongoing ministry, funding limitations, changing ministry environment, performance issues, or any other situation that brings into question the viability of the pastoral relationship while arising out of no fault of the Pastor. Written notice is to come to COM from the Session or Administrative Commission after consultation with the Pastor.
- E. Negotiated Termination Due to Conflict - Either the Pastor or the Session may request that the COM assist in negotiating a peaceful and appropriate end to a relationship which either the Pastor or the Session believe is irreconcilable. The COM may recommend an outside consultant to work with the Pastor and Congregation to resolve the issues generating the conflict. Only after all reasonable attempts at resolution have failed should termination negotiations begin.
- F. Dissolution for Cause - In this category there are specific causes to end the pastoral relationship that are cited by the Congregation or the Presbytery. They shall include, but are not limited to,

unsatisfactory performance, abuse or misconduct, insubordination, gross neglect or misappropriation in the care of church property or funds, conduct inconsistent with Presbytery standards and ministerial ethics, or when a minister is involved in a judicial process and renounces jurisdiction.

Ordinarily, issues regarding the performance of clergy/staff shall be addressed by the Session or Administrative Commission in the annual performance review prior to coming to the COM. This review is to be conducted each year at the same time and the results are to be communicated in writing to the Pastor(s). If the local Session or Administrative Commission needs assistance in developing and implementing a process for evaluation and review they should contact the COM.

Dissolution for cause of pastoral relationships is to be clearly and thoroughly stated and is ordinarily only to happen after other alternative resolutions of the difficulties have been attempted. Documentation of any and all allegations, meetings, conversations, attempts at alternative dispute resolutions and any agreement are to be presented in writing to the Presbytery through the COM for its deliberations upon dissolving the relationship.

In such cases the Session, Congregation, COM and Presbytery is to afford due process to the Pastor in order for the Pastor to present his or her position concerning the situation.

IV. Process for Dissolution

- 1.) The Pastor should communicate the intention to resign or retire in writing at a regular or special Session meeting. In some circumstances it may be helpful to have the COM liaison present at this meeting.
- 2.) The Session, Administrative Commission or Pastor shall contact the Committee on Ministry in writing stating the desire to dissolve the pastoral relationship and a brief overview of the reason(s).
- 3.) The COM will respond with the liaison and appropriate resource person(s) to meet with all parties to bring about an amicable dissolution and to inform all of the parties of the Presbytery's policy on dissolution.
- 4.) The Session or Administrative Commission, Pastor and COM negotiate, approve and sign an approved written dissolution agreement. See Guidelines for a Negotiated Dissolution Agreement in section VII of this policy together with the sample dissolution agreement form used for dissolutions.
- 5.) The Session shall decide the date and procedure by which the Pastor's request for dissolution is communicated to the Congregation. Ordinarily this includes the Pastor's announcement for such as part of a Sunday worship service(s) and a letter mailed from the Pastor and Session to the Congregation stating reason(s) for dissolution prior to the first call for the Congregational meeting at which the dissolution of the call and the written dissolution agreement is to be considered.
- 6.) The Session and Pastor shall take the responsibility for preparing the Dissolution Agreement.
- 7.) The Pastor ordinarily shall expect to continue in active ministry with the congregation for at least four weeks, including four Sundays, after the date of the announcement of the dissolution to the Congregation. During these four weeks the pastor should not use any vacation or study leave time. The Pastor should be attentive to pastoral care concerns which arise in response to the dissolution.
- 8.) The Session should confer with the pastor and, if necessary, the COM liaison, prior to the meeting of the Congregation where the call is dissolved. At this meeting the Session should make all decisions concerning the final dissolution agreement with the Pastor. The Session shall approve the Dissolution Agreement. In special circumstances the Session may need to submit it to the COM for approval prior to submitting it to the Congregation for action. If severance is warranted as part of the dissolution agreement, see Section VI of this policy for guidance.

- 9.) The Session shall call a special meeting of the congregation to act upon the dissolution, meeting all timely requirements for announcing such a call. This meeting is to be moderated by a member of the Presbytery appointed by the Committee on Ministry. The congregation then votes to concur or not to concur with the dissolution of the pastoral call and the dissolution agreement. No party at the congregational meeting can amend the dissolution agreement. The COM Representative or Moderator at this Congregational meeting will explain the Presbytery's policy on "Separation Ethics."
- 10.) The Committee on Ministry approves the dissolution and its agreement and recommends it to the Presbytery for approval. Two members of the congregation should be present at the Presbytery meeting to attest and to speak to the dissolution on behalf of the congregation.
- 11.) The Session shall ordinarily create an event to celebrate and appreciate the Pastor's ministry and encourage opportunities for members of the Congregation to say farewell to the Pastor.
- 12.) The Pastor shall not make any arrangements for worship or ministry within the congregation after the Pastor's last day of active service.

V. The Dissolution Agreement

The Dissolution Agreement should contain, at a minimum, the following items:

- a.) Identification of the parties (Name of Pastor, Church/New Church Development and Presbytery)
- b.) The specific reason(s) for dissolution
- c.) The dates by which various items listed in the agreement will be accomplished
- d.) All financial obligations agreed upon
- e.) Any statements of limitations on the agreement
- f.) Date and signature of all the parties -- the Session/Congregation, the Pastor and the COM of the Presbytery

Other items may be added to the dissolution agreement depending upon the situation and any specific state or federal laws that may apply. A sample dissolution agreement is attached to this policy for possible use or adaption. The signed agreement is to be put in the Session's minutes, the Presbytery minutes, the Pastor's file and the files of the Church and Presbytery.

If it is wise to prevent unnecessary contact between the former Pastor and the Church, financial arrangements could be conducted through the Presbytery Office after the Pastor's departure from the Church.

VI. Severance

The involuntary dissolution of a pastoral relationship with a church is often a time of distress for both Congregation and Pastor. All parties are encouraged to act in the spirit of mutual forbearance, fairness and forgiveness. A measure of mutual reconciliation is possible even in the midst of a painful dissolution. Feelings often are as important as facts in these matters. Honest statements of feelings and attempts at reconciliation are necessary for the future effectiveness of the Pastor and the future health of the Congregation. It is the responsibility of the church leadership (Pastor, Congregation, COM/Presbytery) to create the climate for that to happen, relying on the Spirit of God and example of Christ for wisdom, strength, and guidance. Severance should be couched in our Reformed understanding of compassion and grace, and thus should not be considered a reward for incompetence. A thorough and fair severance package is in order following dismissal without prejudice.

- 1.) Severance is to be considered in those instances when a Pastor is forced/encouraged to resign without another call with no accusations of malfeasance or misconduct against him or her. When there are accusations or charges filed or pending against a Pastor consideration can be given to the needs of the family even though there may be an absence of sympathy for the Pastor.
- 2.) Severance is considered in lieu of Unemployment Compensation which is available to most lay

people but not to clergy in called positions.

- 3.) Severance is considered appropriate in providing a level of transitional support to the Pastor and his or her family.
- 4.) Normally, severance will cease when the Pastor obtains future employment comparable to or in excess of severance. However, if the Pastor obtains employment or receives a call that is not comparable to the former position then the church will make up the difference during the term of the severance package.
- 5.) Normally, severance includes “effective salary” plus pension and health benefits (generally reported as Board of Pension dues). It may include medical deductible and /or dental insurance. All of these figures will be based on the most recent terms of call on file in the office of the Presbytery of Genesee Valley. The Presbytery upon recommendation of its Committee on Ministry will serve as the final arbiter of all severance packages.
- 6.) Due consideration should be given to the church’s ability to pay severance.
- 7.) Lump sum payments may be allowed but may have serious tax implications. Any such proposal should be reviewed by the Presbytery’s Financial Administrator.

The question often asked is how much severance is appropriate? The beginning point for that discussion should be the number of years the pastor has served in that particular church:

- 1 to 3 years of service = 3 months of severance
- 4 years of service = 4 months of severance
- 5 years of service = 5 months of severance
- 6 + years of service = 6 months of severance

VII. Guidelines for Negotiating a Dissolution Agreement

Guiding Principle: In order to maintain the peace, unity and purity of the church and for the good of the Congregation, all ordained members of the Session (which includes the Pastor) are to seek a mutual agreement for dissolution.

The terms of dissolution shall be set forth in a written agreement. In every instance care should be taken in writing such an agreement so that there is fairness to all parties. The terms are negotiated, in consultation with the Committee on Ministry, between the Session, or a committee designated by it for this purpose, and the Pastor; and ultimately agreed to by the Congregation. The agreement is subject to approval by the COM or the Presbytery. In determining the specific terms of dissolution consideration must be given to the reason(s) for dissolution, the financial stability of the Congregation and the circumstances of the Pastor. The agreement must include an effective date of dissolution and it must be signed by all parties in order for it to be binding and enforceable.

In negotiating a dissolution agreement the following are to be considered:

A.) Financial Terms

- 1.) Salary & Housing - the parties may agree to continuation of salary and housing allowance or use of the manse beyond the date of dissolution depending on the cause for dissolution.
 - a.) Personal Reasons - when the Pastor seeks dissolution for purely personal reasons or to accept a new call, there shall be no continuation of salary and housing allowance beyond the date of dissolution. Use of the manse beyond the date of dissolution may be considered in the negotiations.
 - b.) Reduction in force - six months’ notice or continuation of salary and housing allowance in lieu of notice will ordinarily be granted.
 - c.) Conflict - when the dissolution is the result of conflict, the parties may negotiate continuation of salary and housing allowance. No more than six months continuation shall be granted.

- d.) For Cause - when the pastoral relationship is dissolved for cause there shall be no continuation of salary or housing allowance or manse use beyond the date of dissolution.
- 2.) Vacation Time - Regardless of the reason for dissolution, all unused vacation time shall be negotiated when to be used or the cash equivalent paid for such.
 - 3.) Study, Sick or Sabbatical Leave - Regardless of the reason for dissolution, there is no entitlement to study, sick or sabbatical leave not taken in the ordinary course before the dissolution and none shall be granted nor paid for after the date of dissolution.
 - 4.) Professional Allowances - Allowances for professional, travel, entertainment, books or other expenses shall not be paid after the date of dissolution.
 - 5.) Pension/Medical - Payments to the Board of Pensions shall be made coincident with any continuation of salary and housing allowance. When terms of call have included compensation for medical expenses not paid under the provisions of the Board of Pensions Medical Plan, this compensation may continue for the period of time that salary is to continue.
 - 6.) Loans/Equity Sharing - Outstanding loans and equity sharing arrangements are to be settled in accordance with the loan or equity sharing document. Such loans are part of the terms of call of the Pastor and any forgiveness of such loans, unless provided for in the loan documentation, constitutes a change in call that must be approved by the Congregation and the COM or Presbytery.
 - 7.) Severance Payments - When the former Pastor finds full-time employment prior to the end of the severance arrangements, the church's financial obligations shall end on the beginning date of full-time employment. When the former Pastor accepts part-time employment, severance pay shall be reduced by the pay received in such part-time employment. The former Pastor is required to report all such changes in employment status to the Committee on Ministry.

Lump sum payments may be allowed but may have serious tax implications. Any such proposal should be reviewed by the Presbytery's Financial Administrator.

Payments shall be made monthly or on the regular church schedule if by a payroll service.

The Presbytery does not assume financial liability for severance agreements.

The Committee on Ministry can arrange for the financial arrangements be paid through the Presbytery office or a payroll service when the severance becomes effective, if it deems it necessary to have no contact between the former Pastor and the Congregation. When the church uses the Presbytery Office, the church shall fulfill the terms of severance by forwarding any payments to the Presbytery at least seven days prior to the respective due dates according to the billing process already in effect at the time of settlement. The Presbytery shall make respective payments to the Pastor after receipts of payments from the church. There is to be no contact between the former Pastor and the church when this process has been implemented.

B.) Other Terms

- 1.) Separation Ethics - All parties of the dissolution agreement will abide by all Book of Order citations around ethics and the "Separation Ethics" policy of the Presbytery. Violations of

the Separation Ethics policy by the former Pastor may cause the dissolution agreement to become null and void and any unpaid compensation forfeited to the church and subject the Pastor to possible grounds for disciplinary action by the Presbytery.

- 2.) A clause will be included in dissolution agreement that releases all parties from legal action unless the agreement is not fulfilled.
- 3.) Pastor Emeritus/Emerita status will not be granted to a former Pastor terminated for cause.
- 4.) All car allowances and other types of allowance payments are not allowed after the date of dissolution but should be prorated and paid prior to the date of dissolution.
- 5.) All time requirements for use of any facilities owned by the church by the former Pastor should be stated.
- 6.) The Church shall be obligated to pay “vacancy dues” to the Board of Pensions for a period of twelve months. Such dues are not paid if an interim pastor is hired, nor are they paid during the period that compensation is paid to the former Pastor under the terms of the dissolution agreement.
- 7.) Counseling and Training - the Committee on Ministry may recommend or require appropriate counseling, training or other services for the former Pastor. Continued receipt of payments by the dissolution agreement may be contingent upon the demonstration to COM of a good faith effort in meeting these or other stipulated requirements.

In the case of a Congregation, counseling and training will be in the form that will help restore congregational vitality and address causes underlying the dissolution of the pastoral relationship. COM may recommend appropriate actions for the congregation to undertake and it must show demonstration of good faith effort in meeting these or other stipulated requirements before the COM can give its permission for the Congregation to seek a new Pastor.

PRESBYTERY OF GENESEE VALLEY

DISSOLUTION AGREEMENT MODEL

_____ Presbyterian Church gives thanks to God for the service of
Rev. _____ as Pastor.

Mutually the Pastor, the Session of _____ Presbyterian Church, and Genesee Valley
Presbytery agree that the best concern of each now is served by the dissolution of the pastoral
relationship.

The Rev. _____ and _____ Presbyterian Church agree to
request that Genesee Valley Presbytery dissolve the pastoral relationship that exists between them with
the following terms:

DATES

- A. Effective Date of Dissolution: _____
- B. Effective Date of Termination of duties [if different from above]: _____
- C. Date the Pastor and Family will vacate the manse: _____
- D. Date the Pastor will return all church property and vacate church office: _____

TERMS OF DISSOLUTION

Financial

Salary:	\$ _____
Housing Allowance:	\$ _____
Utility Allowance:	\$ _____
Deferred Compensated Payments:	\$ _____
SECA Allowance:	\$ _____
Professional/Travel Allowance:	\$ _____
Compensation for Unused Vacation Time:	\$ _____
Provision for repayment of any loans:	\$ _____
Other Provision: _____	\$ _____
Other Provision: _____	\$ _____
Other Provision: _____	\$ _____
TOTAL FINANCIAL PACKAGE:	\$ _____

Severance Payments: (Up to Six Months) \$ _____

Pension Dues will be paid on all required compensation \$ _____

Other Terms

The Pastor, acknowledging receipt of financial payments under this agreement, covenants and agrees that he or she waives all rights to demand and/or secure a civil court and/or a jury trial with respect to adjudication of the matters contained in this Dissolution Agreement, in matters that pertain to his/her ministry in the Congregation, and/or the negotiations that have led up to this agreement, unless the agreement has not been fulfilled.

All unpaid financial severance payments to the Pastor shall cease at the date, before the end of financial payments under this agreement for severance, if the Pastor accepts another position for full-time employment or shall be adjusted if the Pastor accepts a part-time position.

All parties agree to conform to and abide by the "Separation Ethics" policy of the Presbytery and the covenant form which was signed and understands that repeated violation of the covenant shall result in forfeiture of financial payments under this Dissolution Agreement, and may invoke the discipline of the Church.

The Pastor and/or the Congregation agrees to abide by the direction of the Committee on Ministry for counseling or training to enhance the future ministry and health of either.

It is understood that this Dissolution Agreement is a final disposition of all matters between the Pastor, Congregation and the Presbytery. This Dissolution Agreement contains the entire agreement between the parties hereto and any representations made before or during negotiation are hereby merged in their entirety and this agreement may not be modified.

The undersigned parties have negotiated this agreement in good faith and have every intention of being faithful in fulfilling it and further agree to the releases contained herein, representing that they understand its contents and sign it as their own free act after a full review of the contents.

APPROVED BY:

Pastor's Signature <i>(upon conclusion of negotiations)</i>	Date
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Clerk of Session Signature <i>(upon approval of the Session)</i>	Date
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Moderator of the Congregational Meeting <i>(upon approval of the Congregation)</i>	Date
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Committee on Ministry Representative <i>(upon approval by the COM)</i>	Date
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Stated Clerk of the Presbytery <i>(upon approval of the Presbytery)</i>	Date
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Copies of the final, signed document shall be sent to: The Pastor and the Clerk of Session. It shall be made a permanent entry in the minutes of the Session of the Congregation and that of the Presbytery and a hard copy will be duly filed within the Congregation and the Presbytery.