

***POLICY FOR  
DISSOLUTION OF CHURCH PASTORAL EMPLOYMENT***

The pastoral relationship in the Presbyterian Church (U.S.A.) is a three-way covenant between a pastor, a congregation and a presbytery, or with new church developments, 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. Most commonly, it is the pastor who initiates the dissolution of the relationship, ordinarily to accept another pastoral call, to enter another form of labor, or to retire from professional ministry (voluntary). There are occasions when a congregation or presbytery initiates action to end a relationship with a particular pastor (involuntary). There are also occasions when only a presbytery may initiate the process (involuntary).

In cases of Presbyterian Church (U.S.A.) pastoral relationships, it is the presbytery (ordinarily through its Committee on Ministry, hereafter “COM”) which must concur in both the creation of or dissolution of the pastoral relationship. Moreover, the COM has responsibility for ongoing review and supervision of the relationship(s) between a pastor and an employing congregation or new church development.

***Principles for Dissolution***

G-14.0601    The pastoral relationship between a pastor, associate pastor, or assistant pastor and a church may be dissolved only by presbytery. (See G-6.0202c)
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The following are some principles that apply to Presbytery of San Gabriel.

1. All dissolution agreements will be preceded by an appropriate process of review, evaluation, and/or conflict intervention. This process can be initiated in writing to the Moderator of COM, Stated Clerk or the Executive Presbyter by the pastor, session, or administrative commission.
2. All conditions for dissolution shall be compatible with the provisions of the *Book of Order* and the policies of presbytery.
3. All matters regarding dissolution / termination of a pastor shall be documented in writing by the session or administrative commission with copies to the COM. In addition all costs (including benefits) need to be cited (see model in Appendix).
4. The dissolution process shall be considered incomplete until the congregation and the presbytery (or presbytery only for organizing pastors) vote to approve the dissolution of the call and any severance terms.
5. Once presbytery has taken its action all agreements are final. Presbytery will be responsible for monitoring the completion of the agreements. No further negotiations, changes in the agreement, or alterations may be made after the vote of approval by the presbytery.
6. The termination and dissolution agreement are to be written so that the parties involved will waive any further right to sue or take legal action related to that agreement unless the agreement is not fulfilled (see model in Appendix).

## *Parameters for Dissolution*

### G-14.0602 Request by Minister

The minister may request the presbytery to dissolve the pastoral relationship. The minister must also state her or his intention to the session. In the case of a pastor or associate pastor, the session shall call a congregational meeting to act upon the request and to make recommendations to presbytery. The presbytery may grant authority to its committee on ministry to dissolve the pastoral relationship and to inform the presbytery in cases in which the congregation and the pastor concur. If the congregation does not concur, the presbytery shall hear from the church, through the congregation's elected commissioners, the reasons why the presbytery should not dissolve the pastoral relationship. If the church fails to appear, or if its reasons for retaining the relationship are judged insufficient, the request of the minister may be granted and the pastoral relationship dissolved.

Dissolutions are either **voluntary** or **involuntary**. The *Book of Order* identifies a number of types or reasons for dissolution that can be helpful in determining the direction of the dissolution and the format for the agreement.

## ***VOLUNTARY DISSOLUTION***

**Resignation**--Voluntary dissolution may take place after written notice to the session, the vote of the congregation, and the vote of Presbytery. Resigning clergy will be paid the cash equivalent of their unused earned annual vacation at the official date of dissolution. **No severance allowance will be paid.** After giving notice of resignation, the pastor should make arrangements to leave the position as soon as possible. As a general rule, the pastor needs to leave the situation within 30-45 days (an exception to this may be in cases of retirement which needs to be negotiated with COM).

Most of the following reasons appear in the *Book of Order* for voluntary dissolution:

- A. Pastor chooses to accept another call (G-14.0601-.0602).
- B. Pastor chooses to lay aside ordination/ask for release from ordained office (G-11.0414).
- C. Pastor chooses to renounce jurisdiction because of theological or relational differences with our denomination (G-6.0501).
- D. Pastor chooses to join another denomination (G-10.0302; 11.0416). This may also happen in conjunction with renunciation.
- E. Pastor chooses to become inactive and is removed (G-11.0415;.0406c) from the roll of presbytery.
- F. Pastor chooses to be honorably retired (G-11.0412).
- G. Pastor chooses to resign citing "personal reasons" rather than a specific reason.

## ***INVOLUNTARY DISSOLUTION***

**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 the congregation with the approval of the presbytery. Written notice will come to COM from the session or administrative commission after consultation with the pastor.

In such cases the session and COM in consultation with the pastor need to be sensitive to issues of placement, housing and the physical needs of the minister and family. This may call for other items to be included in the settlement. COM is encouraged to check with state law to make sure that the agreement meets the standards for such cases in California.

**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 as noted in “Resignation” item “G.”). 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.

The congregation, session, and COM need to be sensitive to the many issues involved; all three becoming involved in consultation regarding the physical needs, housing, placement, etc., of the minister and family. COM and session need to be in compliance with state and federal laws pertaining to disability.

**Incompatibility**—Dissolution because of significant differences between a pastor’s gifts/ministry and a congregation’s sense of needed pastoral gifts for its ongoing ministry, and while 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 after consultation with the pastor.

### **Dissolution for Cause--**

The *Book of Order* identifies issues related to dissolution for cause in the following manner:

- A. When requested by a congregation and approved by the presbytery (G-14.0603).
- B. Forced termination may lead to a minister asking for release from ordination office (G11.0414; when no inquiry has been initiated D-7.0200, 7.0800).
- C. Dissolution for cause may lead to another call (G-14.0500 and following). It may be a call to another denomination (see G-11.0411).
- D. Dissolution of a relationship in other service of this church shall be reported to the presbytery (G-11.0410).
- E. If a new call is not forthcoming, a minister may become inactive and even be removed from the roll of presbytery (G-11.0415; G-11.0406c).
- F. When the minister is involved in a judicial process the minister may renounce jurisdiction (D-3.0106). This rules out possibility of appeals and terminates the existing call.

In this category there are specific causes to end the pastoral relationship that are cited by the employing body. 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 other specific causes.

“Dissolution for cause” of pastoral relationships is to be clearly and thoroughly stated and is ordinarily only to come after other potential resolutions of difficulties have been attempted. Documentation of any and all allegations and attempts at alternative dispute resolution are to be presented to the presbytery through the COM.

Issues regarding the performance of clergy / staff shall be addressed by the session or administrative commission in the annual performance review. 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. COM is also available for consultation and counsel in conflict situations. Only after reasonable attempts at resolution have failed should termination negotiations begin.

### ***PROCESS AND PLAN (INVOLUNTARY DISSOLUTION)***

The termination process needs to include the following steps:

- A. The session, administrative commission or pastor communicates *in writing* to COM the need for assistance in resolving a conflict, dissatisfaction, or evaluating an unsatisfactory performance review.
- B. COM will respond with the appropriate resource persons and the liaison to meet with all parties to bring about resolution and inform all of the parties of Presbytery's policy on termination and dissolution.
- C. The session or administrative commission, pastor and COM negotiate, approve, and sign a written dissolution agreement.
- D. COM approves the written dissolution agreement.
- E. Copies of the written dissolution agreement are made available to members of the congregation but not the presbytery in the case of organizing pastors no later than the date of the first call for the congregational meeting at which the dissolution of the call and the written dissolution is to be considered.
- F. The congregation votes on the dissolution of the call and the written dissolution agreement. This meeting of the congregation is to be moderated by a member of presbytery appointed by COM.
- G. COM approves the dissolution and the written dissolution agreement. The agreement is not effective until the presbytery has voted to approve the agreement.
- H. COM requires a dissolution agreement for involuntary terminations as defined above. A dissolution agreement is optional for voluntary terminations.

***The Termination and Dissolution Agreement*** should contain the following items: (others may be added depending upon the situation and any specific state laws that may apply, also see model in Appendices).

- A. Identification of the parties (name of Pastor, Church/New Church Development and Presbytery)
- B. The specific reason(s) for dissolution / termination
- C. The dates for:
  - end of ministry responsibilities
  - removal of personal property
  - termination of call
  - final compensation, benefit payments
- D. All financial agreements including, but not limited to:
  - salary continuation
  - benefits continuation
  - loan repayment or shared equity arrangement (where applicable)
  - manse use (where applicable)
  - compensation for unused earned annual leave (vacation)
  - provision for use of office, equipment, etc.
  - terms and time limits on physical presence
- E. The agreement shall specify that if the pastor finds full-time employment prior to the end of the term of the agreement, the church's financial obligations end as of the date said full-time employment begins. Part-

time employment will result in appropriate prorated adjustments in financial payments.

- F. A clause that releases each party from legal action unless the agreement is not fulfilled.
- G. A statement regarding the limited liability of the presbytery. For example: "Presbytery will participate in the agreement" (and to what extent). Or, "Presbytery will not participate and the session is totally liable for the agreement."
- H. 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.
- I. A statement of the specific amounts to be paid if a lump sum payment is to be made.
- J. Date and signature of all of the parties--the session / congregation, the pastor and presbytery.
- K. The statement is to be put in the presbytery minutes, the pastor's file and the church's file.

### ***SEVERANCE FOR ORGANIZING PASTORS***

This policy is intended to address the needs of ministers employed in extending the work of the presbytery through new church developments. It does not apply for ministers employed as presbytery staff in program or governance. It is designed to take care of ministers and to keep them in the work of the Presbyterian Church (USA) while they actively look for another call.

The Committee on Ministry has supervision and approving authority for all involuntary dissolutions and the severances that go with them. A date of dissolution of the pastoral relationship with new church development must accompany the request from the New Church Development Administrative Commission and must also be approved by the Church Development Committee.

- A. All provisions of the San Gabriel Presbytery Policy for Dissolution of Church Pastoral Employment will be followed.
- B. The day after dissolution will be the start of severance.
- C. The standard severance package will be two months of effective salary, including pension, medical and death/disability but not reimbursable accounts (auto, books, study leave, etc.) for every six months of service, and any *pro rata* portion thereof, not to exceed six months of severance. Unused vacation but not study leave will be added to the severance. The effective date of call and date of dissolution will be used for computing the *pro rata* basis of severance.\*
- D. Severance ceases upon start date of full-time employment, or, if part-time employment is taken, will be offset by the amount specified in such employment.

\*In 2002, Board of Pension medical benefits continue for three months from end date of severance. In 2003, medical benefits continue for one month from end date of severance.

### ***SAMPLE AGREEMENT FOR TERMINATION AND DISSOLUTION***

TERMS OF DISSOLUTION BETWEEN  
THE REV. (Name of Person)  
AND  
(Name of the Church), (Address/Location of the Church)

We, the members of the name of church Session/Administrative Commission agree to request dissolution of the pastoral relationship with the Rev. name of pastor / staff for the following reasons and on the following terms:

1. List reasons for the dissolution:
2. List the terms:
  - a. Amount of salary to be paid
  - b. Housing arrangements
  - c. Vacation to be paid
  - d. Pension/medical to be paid
  - e. Repayment of loans
  - f. Any special financial arrangements, e.g., monies will be paid in lump sum or over a period of time.
3. Spell out the time and date of separation
  - a. Ministry duties will cease effective date.
  - b. The relationship will end on a date set by the congregation and approved by the presbytery on date.
  - c. Date set for congregational meeting.
  - d. Date for presbytery action and completion of the dissolution agreement.
  - e. Removal of personal property will be completed by date (ordinarily within 10 days of "b.").
4. Other terms to be spelled out
  - a. Waiver for right to pursue legal action unless this agreement is not fulfilled.
  - b. All benefits for Rev. (name of pastor) will be discontinued at any time before (payoff date) should he/she receive full-time employment as of the date that employment begins. Part-time employment will respectively result in appropriate prorated adjustments.
  - c. Any other terms that may be required by presbytery or by the State of California.

We the undersigned have negotiated this agreement in good faith and have every intention of being faithful in fulfilling it.

Approved by the Session/Administrative Commission of name of church location, date.

Signed \_\_\_\_\_ date \_\_\_\_\_      Signed \_\_\_\_\_ date \_\_\_\_\_  
Moderator of Session/Administrative Commission      Clerk of Session/Administrative Commission

Committee on Ministry Representative \_\_\_\_\_

Signed by other members of Session/Administrative Commission:

Date approved by congregation \_\_\_\_\_

Date approved by COM \_\_\_\_\_

Date approved/disapproved by presbytery \_\_\_\_\_

Copies to:      The Minister      Executive Presbyter  
                  Clerk of Session/Administrative Commission      Stated Clerk of Presbytery  
                  Moderator of COM