

# Policy: Dissolution of Pastoral Relationship

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## Presbytery of Baltimore (Standing Rule VIII – 9-14)

### I. Statement of Purpose

The purpose of this document is to set forth the procedures for dissolution of pastoral relationships and guidelines for dissolution agreements. The procedures are controlled by the Book of Order. Most dissolutions of pastoral relationships are without conflict, usually because the pastor wishes to accept a new call or to be Honorably Retired. Even in such cases, carefully following these guidelines, and using 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 loans the pastor may have from the congregation can result in a smooth transition without conflict. Although dissolution of the pastoral relationship may follow efforts to resolve conflict, 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 dissolution agreements for situations in which efforts at conflict resolution result in dissolution. The Presbyterian Church is a connectional system in which the presbytery, congregation, and minister are all parties to the pastoral relationship. We covenant to care for one another. When conflict arises all possible steps to resolve the conflict short of dissolution should be taken. Dissolution agreements for ministers 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.

### II. Book of Order

The relevant provisions of the Book of Order are:

G-14.0610 The pastoral relationship between a minister, associate minister, and a church may be dissolved only by presbytery.

G-14.0611 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 minister or associate minister, 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 minister 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.

G-14.0612 If any church desires the pastoral relationship to be dissolved, a similar procedure shall be observed. A congregation, after a duly called congregational meeting, may request presbytery to dissolve its relationship with its minister. The minister shall moderate the congregational meeting (in accordance with G.-7.0306) unless he or she deems it to be impractical. The presbytery may grant authority to its committee on ministry to dissolve the relationship and to inform the presbytery in cases in which the minister and the congregation concur. If the minister does not concur, the presbytery shall hear from him or her the reasons why the presbytery should not dissolve the relationship. If the minister fails to appear, or if the reasons for maintaining the relationship are judged insufficient, the relationship may be dissolved.

### III. Process for Dissolution

The need for dissolution of the pastoral relationship comes about for a variety of reasons and the procedures and the nature of financial arrangements may vary with the reasons for dissolution. The goal in each instance is fairness to all parties in light of the reason(s) for dissolution.

#### A. Minister seeks dissolution.

1. Personal reasons or to receive a new call. When a minister seeks to dissolve the pastoral relationship for personal reasons or to receive a new call the minister shall make the request to the presbytery by notice in writing to the chair of the Committee on Ministry and shall advise the session.
2. Conflict with congregation. If efforts to resolve a conflict with the congregation result in the minister seeking to dissolve the pastoral relationship the minister shall make the request to the presbytery by notice in writing to the chair of the Committee on Ministry and shall advise the session.

#### B. Congregation seeks dissolution.

1. Reduction in force. Dissolution because of the elimination of a position, budget reduction, for other circumstances due to no fault of the minister, is at the discretion of the congregation, upon recommendation of the session and with the approval of presbytery. When the session determines that it will recommend such a dissolution to the congregation it shall send notice in writing to the chair of the Committee on Ministry.
2. Conflict with minister. If efforts to resolve a conflict with the minister result in the session recommending to the congregation that it dissolve the pastoral relationship the session shall send notice in writing to the chair of the Committee on Ministry.
3. Cause. Separation for cause shall include, but is not limited to:
  - Documented unsatisfactory performance
  - Abuse or misconduct.
  - Insubordination.
  - Neglect in the care and use of church property or funds.
  - Conduct inconsistent with presbytery standards or ordination vows.
  - a. Issues regarding performance of clergy shall be addressed by session in performance reviews. Documentation shall be clear, thorough and substantial.
  - b. The Committee on Ministry is available to assist sessions in designing and implementing a process for evaluation and review. The Committee on Ministry is also available for consultation and counsel in conflict situations.
  - c. Only after all reasonable attempts at resolution have failed should termination negotiations begin. Separation for cause shall be clearly documented and thoroughly substantiated. The policies and procedures for separation for cause spelled out herein shall be followed in a consistent

manner. All meetings, conversations and agreements in this process shall be documented in a written form:

C. Presbytery seeks dissolution.

1. Conflicts requiring presbytery involvement. If there are serious difficulties within the life of a congregation, the Committee on Ministry shall seek reconciliation through a variety of methods. If the Committee on Ministry is unable to settle difficulties, then it may recommend to presbytery that an Administrative Commission be formed for the purpose of settling such difficulties. The Administrative Committee shall then follow the directives of the Book of Order and make appropriate recommendations to the presbytery. These recommendations may include the dissolution of the pastoral relationship and/or the assuming of original jurisdiction of the church by the Commission. The Commission may also recommend to the congregation the terms of a severance agreement with the minister.
2. Urgent need for dissolution. The Committee on Ministry may decide that it will recommend to the presbytery that a pastoral relationship be dissolved immediately. In such cases, the minister will be interviewed by the Committee on Ministry and be given an opportunity to present his or her case and will be informed of the Committee's recommendation. The minister will be advised that the Presbytery must vote on such a recommendation and that the minister will be given an opportunity to address the presbytery on his or her own behalf.
3. Sexual misconduct. In cases of sexual misconduct, the Sexual Misconduct Policy of the presbytery and the Provisions of the Book of Order will be followed.

D. Additional steps in the dissolution process.

After initial contact with the Committee on Ministry, the following procedures shall be followed:

1. The session, or a committee designated for this purpose, will negotiate a dissolution agreement with the minister in accordance with Part IV and submit the proposed agreement to Committee on Ministry for approval usually at the time of requesting dissolution of the pastoral relationship.
2. Upon approval of the proposed agreement by Committee on Ministry, the session will call a meeting of the congregation for the purpose of approving separately the dissolution and the dissolution agreement.
3. A copy of the proposed dissolution agreement will be made available to the members of the congregation no later than the date of the first call for the meeting.
4. The pastor will moderate the meeting unless the pastor deems it inadvisable to do so. If the pastor deems it inadvisable to moderate, the Pastor will appoint a moderator in accordance with G-7.0306, or may request the Committee on Ministry to appoint a moderator. The congregation will vote on the dissolution of the call and then the dissolution agreement.
5. If the congregation approves the dissolution agreement and the minister and congregation are in agreement, the Committee on Ministry may dissolve the

relationship on behalf of the Presbytery, and report their action at its next meeting. Otherwise, the dissolution and agreement will be presented to presbytery at its next meeting.

#### **IV. Dissolution Agreement**

Dissolution agreement set the terms for the termination of a pastoral relationship, and cover such matters as termination date, unused vacation pay, interim medical coverage, resolution of loans the minister may have from the congregation, and like matters. Settling these matters clearly and documenting the arrangements in writing avoid possible conflicts at the time of departure. Severance payments for ministers 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, and are spelled out in the dissolution agreement.

The terms of dissolution shall be set forth in a written agreement. The terms are negotiated, in consultation with the Committee on Ministry, between the session, or a committee designated for this purpose, and the minister and ultimately agreed to by the congregation. The agreement is subject to approval of the presbytery. In determining the specific terms of dissolution consideration must be given to the reason(s) for dissolution, the financial ability of the congregation and the circumstances of the minister. The agreement shall include an effective date of dissolution.

##### **A. Financial Terms.**

1. Salary and Housing. The parties may agree to continuation of salary and housing allowance or use of manse beyond the date of dissolution, depending on the cause for dissolution.
  - a. Personal Reasons. When the minister 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. Dismissal for Cause. When the Pastoral Relationship is dissolved for cause there shall be no continuation of salary, housing allowance or manse use beyond the date of dissolution.
  - c. Reduction in Force. Six month=s notice or continuation of salary and housing allowance in lieu of notice will ordinarily be granted. If the minister has served the church for 10 years or more, up to 9 months may be considered.
  - d. 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. If the minister has served the church for ten years or more, up to nine months may be considered.
2. Vacation Leave. Regardless of the reason for dissolution, all unused annual vacation leave shall be taken in advance of the date of dissolution or the cash equivalent paid. Vacation leave shall be prorated, two and one-half days per month served in the current year. Vacation leave not taken in previous years shall not be compensated.

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 dissolution and none shall be granted nor paid for at 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 agreement. 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 Presbytery. The Committee on Ministry will be consulted prior to negotiating any such agreement.
7. Arrangements for Payment when there is a Severance Agreement.

a. When a minister finds full-time employment prior to the end of the agreement, the church's financial obligations shall end on the beginning date of full-time employment. When a minister accepts part-time employment, severance pay shall be reduced by the pay received in such part-time employment. The minister shall report all changes in employment status to Committee on Ministry.

b. To avoid contact between the former minister and the church. Financial arrangements shall be paid through the presbytery office or a payroll service when the severance agreement becomes effective. When the church uses the presbytery office, the church shall fulfill the terms of the agreement by forwarding money 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 minister after receipt of payments from the church. There shall be no contact between the former minister and the church.

b. Presbytery does not assume financial liability for severance agreements.

c. Lump sum payments of salary and housing are not permitted. Payments shall be made monthly or on the regular church schedule if by a payroll service.

B. Other Terms which will be part of any severance agreement which provides for compensation following the date of dissolution.

1. The minister's responsibilities include abstinence from any pastoral duties and congregational or church sponsored activities, and accountability to Committee on Ministry with regard to progress in a search process towards employment. The minister shall not conduct worship services unless approved by the Committee on Ministry, or in accordance with specific guidelines established by the Committee on Ministry as soon after the dissolution as possible. A minister, who following

a single warning. Conducts such shall immediately forfeit all of his or her remaining financial payments under this Severance Agreement.

2. A minister who makes inappropriate contacts with his or her former church or violates the Ministerial Ethics Guidelines of the Presbytery of Baltimore shall be sent (by regular mail to the last known address) two written warnings by the Committee on Ministry. Upon a third violation the severance agreement will become null and void. Remaining financial payments under the Severance Agreement shall be forfeited.
3. In cases other than reduction in force, retirement, or the acceptance of a new call, the minister must meet at least monthly with a counselor mutually agreed upon by the minister and the Committee on Ministry and paid for by the minister or using the Employee Assistance Program of the Board of Pensions. Alternatively, and no later than the end of the second month of the agreement, the minister may participate in a Professional Assessment such as that provided at the Princeton Career Development Center whose cost will be shared equally by the minister, congregation, and the presbytery. Failure to meet these expectations will result in forfeiture of all unpaid financial payments under the Severance Agreement.

## **V. Miscellaneous**

- A. Pastor Emeritus will not be granted to a minister terminated for cause.
- B. The Church shall be obligated to pay Avacancy dues@ to the Board of Pensions for a period of twelve months. Such dues are not paid if an interim minister is hired, nor are the paid during the period that compensation is paid to the former pastor under the terms of a severance agreement.

DISSOLUTION AGREEMENT  
TERMS OF DISSOLUTION

The Rev. \_\_\_\_\_ and the \_\_\_\_\_ Presbytery Church of \_\_\_\_\_ have agreed to request that the Presbytery of Baltimore dissolve the Pastoral Relationship that exists between them with the following terms: [Include in the actual agreement only those provisions which are appropriate.]

1. Financial terms:
  - Compensation for unused Vacation Leave \$ \_\_\_\_\_
  - Other Provisions: \_\_\_\_\_
  - Provision for repayment of any loans: \$ \_\_\_\_\_
2. Severance Pay, if appropriate and negotiated:
  - A. Salary \$ \_\_\_\_\_
  - B. Housing \$ \_\_\_\_\_
  - C. Other \$ \_\_\_\_\_
  - D. Length of Severance Period \_\_\_\_\_
  - E. Pension dues will be paid on all severance payments.

Payments will be made:

- Through the church payroll service.
- Through the Presbytery Office (how often each month \_\_\_\_\_ )

Dates:

- A. Effective date the ministry duties will terminate: \_\_\_\_\_
- B. Date minister will return all church property and vacate the church office: \_\_\_\_\_
- C. Date minister and family will vacate the manse: \_\_\_\_\_

3. Other terms:
  - A. The minister, 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 Severance agreement, in matters that pertain to their ministry in the church and/or the negotiations that have led up to this agreement.
  - B. All unpaid financial payments to the minister shall cease at the date, before the end of financial payments under this agreement, the minister accepts another position for full time employment or adjusted if the minister accepts a part time position.
  - C. All parties agree to conform to and abide by the Ministerial Guidelines of the Presbytery of Baltimore and understand that all financial payments shall be forfeited, if the minister violates these Guidelines and those stated in the Dissolution Policy of the Presbytery of Baltimore. All parties shall sign the Policy Regarding Former Pastors: A General Statement of Underlying Principles.
  - D. The minister agrees to meet at least monthly with a counselor mutually agreed upon by the minister and the Committee on Ministry and paid for by the minister. Alternatively the minister agrees that, no later than the end of the second month of this agreement, the

minister will participate in a Professional Assessment such as that provided at the Princeton Career Development Center whose cost will be shared equally by the minister, congregation, and the presbytery. Failure to meet these expectations shall result in the forfeiture of unpaid financial payments.

- E. For and in consideration of the monies and other items of financial consideration, formally set out above, and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, minister and Releasees (as hereinafter defined) do hereby agree to the terms of this Mutual Release and do hereby release, acquit and discharge the Presbyterian Church(U.S.A.), the Synod of the Mid-Atlantic, the Presbytery of Baltimore, the church (as more fully named in first sentence of this Agreement), jointly, severally and individually, each individual member of the church, church officers presently or formerly associated or affiliated with any of the aforesaid entities in any manner, and their present and former officers, employees, attorneys, agents, personal representatives, predecessors, successors and assigns, and each of them (hereinafter collectively known as releasees) and releasees do hereby release, acquit, and discharge the minister from all and only all civil and contractual claims, causes of action, suits, and injuries, known and unknown, which minister/releasees, may have had or may presently have against the minister or any of the releasees, including but not limited to any and all civil and contractual claims, causes of action, suits, injuries, damages, losses and rights arising from minister' s employment by church. To the end that this mutual release shall serve to release all parties from any and all claims only. This Release specifically does not release any party hereto from any and all actions which could result in ecclesiastical and/or disciplinary actions, which may have occurred or may occur hereafter..
4. It is understood that this Severance agreement is a final disposition of all matters between the minister and the releasees. This Severance 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:

Minister on: \_\_\_\_\_

\_\_\_\_\_

Minister

Session on: \_\_\_\_\_

\_\_\_\_\_

Clerk of Session

Congregation on: \_\_\_\_\_

\_\_\_\_\_

Moderator (if not Pastor), or Clerk of  
Congregational Meeting

COM on: \_\_\_\_\_

\_\_\_\_\_

Chair of COM

Presbytery on: \_\_\_\_\_