

Presbytery of Carlisle
GUIDELINES FOR
DISSOLUTION OF THE PASTORAL RELATIONSHIP

The pastoral relationship in the Presbyterian Church (U.S.A.) (PCUSA) is a three-way covenant between a pastor, a congregation and a Presbytery. When a pastoral relationship is established, it is a time for 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 by resigning, ordinarily to accept another pastoral call, to enter another form of labor, or to retire from professional ministry. Ideally, when that time comes, such dissolution happens amicably.

However, on occasion, the pastoral relationship is dissolved under less than ideal circumstances. There are occasions when either a congregation or presbytery initiates action to end a relationship with a particular pastor, with which the particular pastor may not immediately agree. Through counseling and assistance from the Commission on Ministry, it is hoped that such dissolutions may become mutually agreed upon.

Within the PCUSA, it is the Presbytery (ordinarily through the Commission on Ministry, hereafter “COM”) 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 an employing congregation. With this background in mind, the intention of this policy is to set forth guidelines addressing the dissolution of a pastoral relationship.

Principles for Dissolution:

1. Every call in the PCUSA 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. All conditions for dissolution shall be compatible with the provisions of the *Book of Order* and the policies of Presbytery.
2. When the congregation and the pastor are in agreement, the COM is empowered to act with the power of the Presbytery in this regard and report all such action to the Presbytery itself. If all parties cannot come to mutual agreement, the action proceeds to the floor of the Presbytery as specified in the *Book of Order*.
3. All official matters regarding separation/termination of a pastor shall be documented in writing and shared with all three parties.
4. Ordinarily, an appropriate and regular process of review, evaluation, and (if necessary) conflict intervention shall precede the start of any process of dissolution.
5. The dissolution agreement will include the specific arrangements for termination of pastoral service, any financial terms that are agreed to, as well as a waiver of any further right to sue or take legal action related to that agreement unless the agreement is not fulfilled (see model agreement in Appendix A).
6. The dissolution process shall be considered incomplete until the congregation and the Presbytery vote to approve the dissolution of the call and any severance terms.

7. Once Presbytery or COM has taken its action, all agreements are final. Presbytery/COM 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 COM/Presbytery.

Types of Dissolution:

Resignation—Dissolution by resignation may take place by written notice to the session, the vote of the congregation, and the vote of COM. Resigning clergy may be paid the cash equivalent of their unused earned annual vacation and unused earned study leave prorated¹ at the official date of dissolution. When a pastor is moving to another call, the decision of any severance allowance is left to the discretion of the session of the church the pastor is leaving.

There are several reasons for dissolution due to resignation:

1. Pastor chooses to accept another call (*implied in G-2.0902*)
2. Pastor chooses to lay aside ordination/ask for release from ordained office (G-2.0507);
3. Pastor chooses to renounce jurisdiction because of theological or relational differences with our denomination (G-2.0509);
4. Pastor chooses to join another denomination (G-2.0507). This may also happen in conjunction with renunciation.
5. Pastor chooses to become inactive and is removed (G-2.0507) from the roll of Presbytery.
6. Pastor chooses to be honorably retired (G-2.0503c).
7. Pastor chooses to resign citing “personal reasons” rather than a specific reason.

Incompatibility— Either the pastor or the Session may request that COM assist in achieving a mutually agreed upon dissolution to a relationship which either the pastor or the Session believe is no longer workable. This need may be the result of significant differences between a pastor’s gifts/ministry and a congregation’s sense of needed pastoral gifts, funding limitations, changing ministry environment, poor performance, or any other situation that brings into question the viability of the pastoral relationship.

Reduction in Work Force--Dissolution because of the elimination of a position, due to budgetary or 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.

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 Pennsylvania.

Incapacitation—Physical or mental impairment of a permanent or progressive nature may become a cause for dissolution if or when unsatisfactory performance results. 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.

The congregation, session, and COM need to be sensitive to the many issues involved, with 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.

Dissolution for Cause—The Book of Order identifies the appropriate steps which must

¹ For the purpose of calculation, proration at two and a half (2 1/2) days a month.

occur when dissolution for cause may occur. (G-2.0904) 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.

GUIDELINES FOR DISSOLUTION THROUGH RESIGNATION:

(See “Gracious Endings and New Beginnings” for guidance when a pastor is retiring.)

- A. The pastor should communicate the intention to resign to the chairperson of the Committee on Ministry and/or the Executive Presbyter.
- B. The pastor should communicate the intention to resign at a regular or called Session meeting.
- C. The Session shall decide the date and procedure by which the pastor’s resignation is communicated to the congregation. Ordinarily this includes the pastor’s announcement of resignation as part of the Sunday worship service(s) and a letter mailed from the pastor to the congregation communicating the reasons for their resignation.
- D. The Session shall take responsibility for creating the Dissolution Agreement. (see Appendix A Sample Dissolution Agreement.)
- E. The Pastor 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 resignation 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 their resignation.
- F. The Session should call a special meeting to confer with the pastor and, if necessary, representatives of the Commission on Ministry, prior to the meeting of the congregation where the call is dissolved. At this meeting the session should make all decisions concerning vacation pay and time; study leave allowances and time, and Board of Pension benefits contributions with the pastor. These decisions shall be recommended to the congregation for action. The Session shall approve the Dissolution Agreement and recommend it to the congregation for action. Guidelines on severance pay are included in Appendix B at the conclusion of these guidelines.
- G. The Session shall ordinarily create an event to celebrate and appreciate the pastor’s ministry and encourage opportunities for members of the congregation to celebrate and appreciate the pastor’s ministry.
- H. The pastor shall not make any arrangements for worship and ministry within the congregation after the pastor’s last day of active service.

GUIDELINES FOR A MUTUALLY AGREED UPON DISSOLUTION:

- A. The session, administrative commission or pastor shall request in writing support from the COM for assistance in negotiating a mutually agreed upon dissolution.

- B. The Session, administrative commission, pastor and COM will work to create a mutually agreed upon dissolution. This dissolution may include conversations with the congregation, the use of other resource persons (counselors, spiritual directors, professional coaches) and the negotiation of a severance package.
- 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. 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.
- F. COM approves the dissolution and the written dissolution agreement. The agreement is not effective until the presbytery or COM (G-2.09) has voted to approve the agreement

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 / termination
- C. The dates by which various items listed in the agreement will be accomplished:
- D. All financial agreements
- E. Any statements of limitations on the agreement
- F. Date and signature of all of the parties--the session / congregation, the pastor and presbytery.

The statement is to be put in the presbytery minutes, the pastor's file and the church's file.

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.

Other items may be added to the dissolution agreement depending upon the situation and any specific state laws that may apply. Appendix A contains a sample dissolution agreement which may be adapted.

Adopted- 4/26/2011

Amended -5/11/2017 (Book of Order References updated).

APPENDIX A
SAMPLE DISSOLUTION AGREEMENT

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 and conditions:
 - a. Amount of salary to be paid
 - b. Housing arrangements
 - c. Vacation to be paid
 - d. Continuing education allowance to be paid
 - e. Pension/medical to be paid
 - f. Repayment of loans
 - g. Any special financial arrangements, e.g., monies will be paid in lump sum or over a period of time
 - h. Provision for pastor's use of office, equipment, beyond termination date.
3. Spell out the time and date of separation
 - a. ALL Ministry duties AND PASTORAL SERVICES 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 COMMONWEALTH OF PENNSYLVANIA.

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

Commission 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

Clerk of Session/Administrative Commission

Moderator of COM

Executive Presbyter

Stated Clerk of Presbytery

Adopted 4/26/2011

APPENDIX B

Presbytery of Carlisle GUIDELINES FOR PAYMENT OF SEVERANCE UPON DISSOLUTION OF CHURCH PASTORAL EMPLOYMENT

Because there are circumstances that lead to the termination of a pastoral relationship between pastor and congregation, the Presbytery of Carlisle had adopted guidelines for the dissolution of church pastoral employment. See those guidelines for a more complete discussion of the issues surrounding voluntary and involuntary dissolution of church pastoral employment.

This guideline serves as a companion piece to the Dissolution of Church Pastoral Employment guidelines, and addresses only the issue of severance for a pastor.

1. When agreeing on terms of severance, due consideration should be given to the church's ability to pay severance.
2. If a pastor voluntarily resigns because s/he has received another call, while severance is neither customary nor expected, any decision regarding a severance allowance is left to the discretion of the session.
3. Severance is considered in lieu of Unemployment Compensation.
4. Severance is to be considered in instances where the pastoral call is involuntarily dissolved. Severance may also be considered where there is an incompatible situation, if the parties mutually agree to the dissolution. For example, severance may be considered as "transitional support" if the pastor is not immediately moving to another call.
5. The Severance Package for a pastor will be negotiated among the Session, the pastor, and representatives from the Commission on Ministry. A pastor's length of service to a congregation should be a consideration when negotiating terms of severance. See suggested formula for calculating severance*.
6. Severance should be based on base salary, housing (or use of manse, if applicable), utilities, and social security offset. Any pastor who is terminated (and is unemployed) has medical insurance coverage for thirty days from the date of termination, which is provided by the Board of Pensions at no charge. Any additional medical coverage, continuing pension and/or terms of call may be negotiated on a case-by-case basis. In all cases churches are responsible for remitting any benefit dues that are payable as a result of the severance payments.
7. Severance does not usually include professional expenses or allowance amounts. Consideration may be given to reimbursing unused vacation time by adding to severance amount.
8. Payments should usually be made according to the regular payroll schedule of the church, but lump-sum can be arranged if agreeable to both parties.
9. Normally, severance will cease when the pastor obtains future employment

comparable to or in excess of severance. However, if the pastor obtains employment that is not comparable to the former compensation, the church is encouraged to make up the difference during the term of severance package.

* Calculating severance, based on years of completed service:

1 to 3 years = 4 *months of severance*

4 years = 6 *months of severance*

5 years = 7 *months of severance*

6+ years = 9 *months of severance*

Adopted 4/26/2011