

POLICY CONCERNING TERMINATION OF PASTORAL RELATIONSHIPS

The pastoral relationship is a three party covenant between a pastor or associate pastor, a church and a presbytery. The Book of Order (G-2.0901 - 2.0905) covers the “Dissolution of Pastoral Relationships.” G-2.0901 is the very important reminder that only presbytery may dissolve a relationship. In the case of involuntary dissolution, such as for “irreconcilable differences” in which either the church or the presbytery seeks to dissolve the relationship without the concurrence of the other or the pastor or associate pastor (in other words, in which the dissolution is not related to a “Reduction in Work Force” or a “Separation for Cause”), these provisions shall apply:

- a. The Session desiring to dissolve the relationship shall contact the COM in writing stating the desire to sever the relationship and a brief overview of the reasons for the request.
- b. The COM shall meet with Pastor or Associate Pastor and the Session within 45 days of the receipt of such a written request.
- c. If the COM judges that the continuation of the relationship will not serve Christ and His Church, the COM shall appoint three members of a Severance Negotiation Task Force.
- d. One of the COM members shall be designated as the Moderator of the Task Force.
- e. The Pastor and the Session(s) shall each appoint two to three members to the Severance Negotiation Task Force. In the case of multiple churches yoked in a Parish Council, this responsibility may be delegated to the Parish Council upon the acquiescence of all the Sessions involved.
- f. While it is the hope of the COM that a severance package acceptable to all parties will be negotiated by the Task Force, a majority of the Task Force membership may carry a proposal to Session(s), Pastor and COM. Only the Session(s) may call a Congregational Meeting to move toward the dissolution of the relationship as provided in the Book of Order.
- g. While every severance package will be unique, each should address the issues of salary, housing and benefits toward the objectives of (1) supporting a minister for a reasonable period of time or until the minister has entered into a comparable call or secular employment; and (2) providing a reasonable termination of salary and benefits in order that a Congregation might obtain Pastoral Leadership for the future.
- h. In determining an appropriate severance package, the Task Force should be guided by (1) the ability of the church to pay, based upon a review of financial information provided by the church and (2) the Pastor’s length of service at the church.
- i. At minimum, cash salary, housing allowance (or use of a manse), utilities and Board of Pension payments are to be continued for three months after the effective date of dissolution. After three months, a minimum of 75% of cash salary, full housing allowance (or use of a manse) and Board of Pension payments (at the appropriate recalculated amount, based on the lower salary) are to be paid for an additional three months. The church’s treasurer is responsible for notifying the Board of Pensions of the change in salary. Extended severance, for longer use of a manse or additional housing allowance, and the continuation of any other benefits, including but not

limited to accrued vacation time and moving expenses, etc. are negotiable. Continuing education and other professional expenses including auto allowance expense is for the benefit of the church and the Pastor and therefore is not considered part of the severance package.

- j. In the event a manse is involved, the severance package should contain provisions to the effect that, upon expiration of the agreed upon severance, or sooner if the Pastor moves out of the manse, the Pastor shall return all keys to the premises and surrender the premises to the church in as good a condition as when received, ordinary wear and tear excepted. The Task Force should consider the desirability of including provisions calling for the Pastor to vacate the manse as soon as practicable after the effective date of dissolution.
- k. In all cases, the church's responsibility for all payments or obligations under the dissolution agreement shall end when another call or other employment for the Pastor begins.
- l. The Pastor shall adhere to the provisions in the *Guidelines for Dissolution of Pastoral Relationships*, including, but not limited to, refraining from pastoral functions and from officiating at any sacraments, weddings, funerals or other functions involving members of his/her former Church, or within its properties.