

Policy Concerning Termination of Pastoral Relationships

The pastoral relationship is a three-party covenant between a pastor or associate pastor, those serving in temporary pastoral service, certified educators, and certified associate Christian educators (hereafter and collectively referred to as church professionals), the church and a presbytery. The Book of Order (G-3.0303c) covers the "Dissolution of Pastoral Relationships". G-3.0303c is a 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 church professional (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 the church professional and the Session within 20 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 church professional 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), church professional, 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 church professional for a reasonable period of time or until the church professional 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 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 church professional's length of service at the church.
- i. At minimum, cash salary, housing allowance (or use of a manse), utilities, and Board of Pensions payments are to be continued for three months after the effective date of dissolution. Based upon the agreement negotiated by the parties, after three months a a percentage of cash salary, full housing allowance (or use of a manse), and the Board of Pensions payments (at the appropriate recalculated amount based on lower salary), may 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 church professional and therefore not included in 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 church professional moves out of the manse, the church professional 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 church professional 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 church professional begins.
- l. The church professional 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.