

Presbytery of West Virginia

Policy Concerning Dissolution of Pastoral Relationships

Authority

The PCUSA Book of Order in G-3.303c establishes that the presbytery has the authority to: “establish minimum compensation standards, including provisions for dissolution terms, for pastoral calls, and for those serving in temporary pastoral service, Certified Christian Educators, and Certified Associate Christian Educators within the presbytery.”

Introduction

The pastoral relationship is a three-way 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), a particular church or churches and a presbytery.

Types of Dissolution

Resignation – (G-2.0901) Upon written notice to the session, the vote of the congregation and vote of COM, the member shall receive unused, earned benefits prorated to the date of dissolution. Any allowance above that amount is at the discretion of the session. (G-2.0901 “An installed pastoral relationship may be dissolved only the presbytery.”)

Reduction in Work Force – (G-2.0901) Dissolution because of the elimination of a position due to no fault of the member is at the discretion of the session and the congregation with the approval of COM. Ministers have NO access to unemployment; reduction in force triggers dissolution pay which serves as a financial bridge for the church professional.

Incompatibility – (G-2.0903) Either the church professional or the session may request that COM assist in achieving a mutually agreed upon dissolution to a relationship when either the church professional or the session believe the relationship is no longer workable. This need may be the result of significant differences between a church professional gifts/ministry and a congregation’s sense of needed pastoral gifts, changing ministry environment, poor performance, or any other situation that brings into question the viability of the pastoral relationship.

Presbytery Action (G-2.0904) – “The presbytery may inquire into reported difficulties in the congregation and may dissolve the pastoral relationship if, after consultation with the church professional, the session, and the congregation, it finds the church’s mission under the Word imperatively demands it.” All parties involved in the dissolution of a

pastoral call should be guided by the Presbytery of West Virginia's policy on Ethics for Departing Pastoral Leaders and by the Presbyterian Church (U.S.A.)'s Standard of Ethical Conduct – Life Together in the Community of Faith (1998).

Procedures for Dissolution through Incompatibility (G-3.0303)

G-3.0303c is a very important reminder that only presbytery may dissolve a relationship. In the case of involuntary dissolution, such as for incompatibility or “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” – see Book of Order G-2.0902; G-2.0903; G-2.0904), 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 ordinarily meet with the church professional and the Session as soon as possible, or 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 Dissolution 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 Dissolution 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. Only Active Members of the congregation may be appointed by the church professional and session.
 - i. While it is the hope of the COM that a dissolution package acceptable to all parties will be negotiated by the Task Force, a majority of the Task Force membership may carry a proposal to the session(s), church professional, and COM. [See G-1.0503] While every dissolution package will be unique, each should address the issues of salary, housing, and benefits toward the objectives of providing reasonable salary and benefits in order that a congregation might obtain leadership for the future.
- f. In determining an appropriate dissolution package, the Task Force should be guided by:
 - i. the ability of the church to pay, based upon a review of financial information provided by the church and

- ii. the church professional's length of service at the church (see g below)
- g. At a minimum, cash salary, housing allowance (or use of a manse), utilities, and Board of Pensions payments are to be continued for four months after the effective date of dissolution.
 - Dissolution pay will ordinarily be based on years of service completed.
 - a. 1-3 years = 4 months of dissolution pay.
 - b. 4 years = 6 months of dissolution pay.
 - c. 5 years = 7 months of dissolution pay.
 - d. 6+ years = 9 months of dissolution pay.
- h. 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 dissolution package.
- i. In the event a manse is involved, the dissolution package should contain provisions to the effect that, upon expiration of the agreed upon terms, 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 Dissolution 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.
- j. The church's treasurer or Board of Pensions administrator is responsible for notifying the Board of Pensions of the change in salary.
- k. Ordinarily, 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. If the call of the church professional is for full-time service, the new call or other employment must be for full-time service to terminate the church's obligation.
- 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. The church professional should be informed by the Presbyterian Church (U.S.A.)'s **Standard of Ethical Conduct – Life Together in the Community of Faith** (1998).