

## **Policy for Dissolution (Termination and Separation) of Church Pastoral Employment**

The pastoral relationship is a three party covenant between a pastor or associate pastor, a congregation and a presbytery. All three parties must concur before the pastoral relationship may be established or dissolved. The Book of Order provides the governing provisions to be used in this relationship.

Specifically, G-14.0600 [G-14.0610 – 14.0613] contain the provisions regarding Dissolution of Installed Pastoral Relationships. Utilizing the governing provisions of these sections, the Presbytery of Boise establishes this Policy for Dissolution (Termination and Separation) of Church Pastoral Employment.

Consideration should be made in developing an exit strategy that would allow for the congregation to process the dissolution of the pastoral relationship without undo haste but without unwarranted delay. Pastoral care should be exercised toward the congregation by the minister, the session and the entities of Presbytery while developing dissolution terms and implementing the exit strategy. Unless there are disciplinary considerations, the duration of a minister's tenure along with the impact of his/her ministry should be considered in developing an exit strategy that allows a ministry to end with intention and a sense of completeness. To that end specific ministry resolution goals and time-lines should be explored, agreed upon and implemented as a part of the terms of dissolution.

### **Voluntary Dissolution:**

Resignation- This ordinarily occurs under one of the following circumstances:

- The Pastor chooses to accept another call.
- The Pastor chooses to lay aside ordination/ask for release from ordained office (G-6.0600)
- The Pastor chooses to renounce jurisdiction (G-6.0700)
- The Pastor chooses to join another denomination (G 11.0416)
- The Pastor chooses to become inactive and is removed from the roll of the presbytery. (G11.0415)
- The Pastor chooses to be honorably retired. (G-11.0412)
- The Pastor chooses to resign citing “personal reasons” rather than a specific reason.

There are no special terms of dissolution other than the fulfillment of the contractual agreements between the pastor and congregation, e.g. unused vacation, repayment of housing loans, etc.

### **Involuntary Dissolution:**

Negotiated Termination – Either the pastor or the Session may request that the Committee on Ministry assist in negotiating a peaceful and appropriate end to a relationship which either the pastor or Session believe is no longer workable. Some of the following circumstances may lead to this necessity:

- The result of funding limitations
- Changing ministry environment
- Poor performance
- Any other situation that brings the viability of the pastoral relationship into question

Medical Disability or Incapacitation – Physical or mental impairment of a permanent or progressive nature may become a cause for dissolution if or when unsatisfactory performance results. The congregation, Session and Committee on Ministry need to be sensitive to the many

issues involved and work collaboratively regarding the physical needs, housing, placement of the minister and family. The presbytery and Session should be mindful of state and federal laws pertaining to disability.

Dissolution for Cause – The pastoral relationship may be dissolved as a result of judicial action (See the Rules of Discipline) or presbytery determination that “the church’s mission under the Word imperatively demands it.” (G-11.0103o)

Dissolution for cause of pastoral relationships is to be clearly stated and is ordinarily only to come after other potential resolutions of difficulties have been attempted.

### **The Process:**

1. The Session, Administrative Commission or Pastor shall contact the Committee on Ministry in writing stating the desire to sever the relationship and a brief overview of the reasons.
2. The Committee on Ministry will respond with the appropriate resource persons and a liaison to meet with all parties to bring about resolution and inform all of the parties of the presbytery’s policy on dissolution.
3. The Session or Administrative Commission, Pastor and Committee on Ministry negotiate, approve and sign and approve a written dissolution agreement. A Guideline for Negotiated Agreements is attached as Appendix A.
4. Copies of the written dissolution agreement are made available upon request to members of the congregation no later than the date of the first call for the congregational meeting at which the dissolution of the call is to be determined.
5. The congregation votes on the dissolution of the call at a congregational meeting that shall be moderated by a member of presbytery appointed by the Committee on Ministry. *Any party at the congregational meeting cannot amend the severance terms.* An outline of the Congregational meeting process is attached as Appendix B.
6. The Committee on Ministry approves the dissolution and the written dissolution agreement. The agreement is not effective until the presbytery has voted to approve the agreement.

### **The Dissolution Agreement:**

The Dissolution Agreement (Involuntary Dissolution) should contain the following items:

- Identification of the parties (Pastor, Church, and Presbytery)
- Dates for
  - End of ministry responsibilities
  - Removal of personal property
  - Termination of call
  - Final compensation, benefit payments
- All financial agreements, including but not limited to
  - Salary continuation
  - Benefits continuation
  - Loan repayment or shared equity agreement (where applicable)
  - Manse use (where applicable)
  - Compensation for unused, earned vacation
- (In ministry settings where the pastor is full-time) The agreement shall specify that if the pastor finds full-time employment prior to the end of the terms of the agreement, the church’s financial obligations end as of the date said full-time employment begins. Part-time employment will result in appropriate prorated adjustments in financial payments.

- (In ministry settings where the pastor is part-time) The agreement shall specify that if the pastor finds full or part-time employment prior to the end of the terms of the agreement, the church's financial obligations end as of the date of said employment begin.
- A clause that releases each party from legal action unless the agreement is not fulfilled.
- A statement regarding the limited liability of the presbytery. For example: Presbytery will participate in the agreement... (spelling out the extent of presbytery participation) or Presbytery will not participate and the Session is totally liable for the agreement.
- Date and signature of all parties.
- The statement is to be put in the pastor's file and the church's file.

A sample Agreement for Dissolution and Termination is attached as Appendix C.

## **Appendix A** **Guideline for Negotiating a Dissolution Agreement**

*Guiding Principle: In order to maintain the peace, unity and purity of the church and for the good of the congregation, all ordained members of Session (which includes the Pastor) are to seek a mutual agreement for dissolution.*

Overview of the Negotiation Process and Agreement of all Parties: When notified by a Pastor or Session of the request for a dissolution of the pastoral relationship, the Committee on Ministry will appoint two persons; one to work with the Session and the other to work with the pastor to negotiate the terms of dissolution. The Pastor and Session may each name one person to assist in the negotiation of the terms of dissolution. These four persons will constitute a Dissolution Negotiation Task Force.

The Negotiation Process shall take place at the time of a Called Meeting of the Session that shall be moderated by the Presbytery Executive or the Stated Clerk of the Presbytery or another member of the presbytery appointed by the Committee on Ministry.

While it is hoped that terms of dissolution acceptable to all parties would be negotiated, a majority of the Task Force membership may carry a proposal to the Session, Pastor and Committee on Ministry.

Separate Caucuses: The representatives of the pastor will meet with him/her to discuss terms of dissolution. Likewise the representative of the Session/Administrative Commission will meet with them to discuss terms of dissolution. These meetings will take place simultaneously and for a period of no longer than 1 hour. By mutual agreement of the Task Force, the time period for a caucus may be extended up to 30 minutes.

Presentation of Proposed Terms: The representatives of the pastor and Session shall meet together with the Moderator of the Called meeting of the Session. Each side shall present written copies of proposed terms of dissolution.

Agreements are Identified: The Moderator shall work with the representatives to identify areas of agreement. If there are areas where agreement is close, the Moderator and representatives shall strive to reach mutual agreement on such terms.

Resolution of disparate proposals: Proposed terms of dissolution that appear too far apart will be returned with the counter proposal to the Pastor and Session. The parties are to discern how to resolve the difference and to propose new terms, which shall be reported to the Negotiating Task Force.

If agreement of the disparate terms cannot be reached by the parties, the majority vote of the Negotiating Task Force shall prevail.

Final Agreement is Approved: When a final agreement is reached and approved by the parties, a copy shall be produced by the Clerk of Session and signed by both parties. The Moderator of the Called Session meeting shall present the final agreement to the Committee on Ministry.

**Items to keep in mind:** Every Dissolution and Termination Agreement will be unique. Every Agreement should address the issues of salary, housing and benefits toward the objectives of supporting a minister for a reasonable period of time or until the minister has entered into a comparable call or secular employment; and providing a reasonable termination of salary and benefits in order that a congregation might obtain pastoral leadership for the future.

At a minimum, cash salary, housing allowance or use of the manse; utilities and Board of Pension payments are to be continued for six months after the effective date of dissolution. In the event a manse is involved, 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 shall surrender the premises to the church in as good a condition as when received, ordinary wear and tear expected.

## **Appendix B** **Outline of the Congregational Meeting** **to Dissolve a Pastoral Relationship**

1. Opening Prayer
2. The Moderator request the Clerk to read the Call for the meeting and the Moderator also requests the Clerk to certify that the proper notice was given for the meeting and that a quorum is present.
3. The Clerk should make the following motion:  
*Move that the Congregation of \_\_\_\_\_ concur with the Rev. \_\_\_\_\_ in requesting that the Presbytery dissolve the pastoral relationship between him/her and this church, effective \_\_\_\_\_.*
4. The Moderator calls for a second and then opens the floor for questions.
5. A vote on the motion may be taken by voice or by show of hand.
6. The Clerk should affirm that all financial obligations of both the church and pastor would have been met by the termination date.
7. The meeting is adjourned with prayer. The Moderator files a report of the meeting with the Stated Clerk of the Presbytery.

**Appendix C**  
**Sample Agreement for Dissolution and Termination**  
**of a Pastoral Relationship**

We, the members of the Session (Administrative Commission) of \_\_\_\_\_ agree to request the dissolution of the pastoral relationship with the Rev. \_\_\_\_\_ effective \_\_\_\_\_, and with the following terms:

**A. List the financial terms:**

Salary  
Housing Allowance (or Utility/Equity amounts if applicable)  
Pension, Medical amounts  
403b Contributions (if applicable)  
SECA Allowance  
Repayment of loans (if applicable)

*Describe how the financial arrangements will be paid.*

Professional expenses, automobile expenses and study leave/continuing education expenses will terminate on the date of dissolution.

**B. Describe any non-financial terms:**

Use of manse

**C. Date of Separation**

Ministry duties will cease effective \_\_\_\_\_  
Date Minister will return all church property and vacate the church office:  
Date minister and family will vacate the church manse:

**D. Other terms:**

The minister, acknowledging receipt of financial payments under this agreement, covenants and agrees that he/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 Dissolution and Termination Agreement, in matters that pertain to his/her ministry in the church and/or the negotiations what have led up to this agreement.

All unpaid financial payments to the minister shall cease at the date, before the end of financial payments under this agreement, if the minister accepts another position for full-time employment or shall be adjusted if the minister accepts a part-time position.

All parties agree that the pastor is to abstain from any pastoral duties and congregational or church-sponsored activities. The pastor shall refrain from inappropriate contacts with his or her former church. The pastor shall not conduct worship services in the congregation he/she is departing unless prior approval of the Committee on Ministry is granted. A pastor who following a single warning violates any of the provisions of this paragraph shall immediately forfeit all of his/her remaining financial payments under this Dissolution and Termination Agreement.

It is understood that this Dissolution and Termination Agreement is a final disposition of all matters between the pastor and the congregation. This Dissolution and Termination 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 the Session/Administrative Commission of \_\_\_\_\_ Church of \_\_\_\_\_ on \_\_\_\_.

Moderator of Session/Administrative Commission \_\_\_\_\_ Date \_\_\_\_\_

Clerk of Session/Administrative Commission \_\_\_\_\_ Date \_\_\_\_\_

Approved by the Pastor

Pastor \_\_\_\_\_ Date \_\_\_\_\_

Approved by the Committee on Ministry of the Presbytery of Boise on \_\_\_\_\_

Chair (or Designee) \_\_\_\_\_ Date \_\_\_\_\_

Copies to: The Pastor \_\_\_\_\_ Presbytery Executive \_\_\_\_\_  
Clerk of Session/Administrative Commission \_\_\_\_\_ Stated Clerk of Presbytery \_\_\_\_\_  
Chair of the Committee on Ministry \_\_\_\_\_