
Guidelines for Dissolving a Pastoral Relationship

in the Presbytery of Wabash Valley

Approved by the Commission on Ministry: September 4th, 2014

Purpose

The Commission on Ministry (COM) offers this procedure to aid in ethically ending the relationship between a pastor and congregation and so that both can go their separate ways without taking harmful unfinished business into the future.

Temptations of avoidance and denial can be present at the time of dissolution and the consequences of failing to acknowledge unpleasant facts may cause difficulties for the next call of both pastor and congregation.

This procedure describes how to implement the policy proscribed in the *Book of Order*.

This procedure is designed to be used with the dissolution of any pastoral relationship including those that end amicably or are contested; those that end when the pastor has a call or is retiring or will be seeking a new call.

The term “pastor” here-in includes all installed and temporary pastoral and associate pastoral relationships, including Commissioned Ruling Elders as well as Teaching Elders.

References

The Book of Order:

G-2.09 DISSOLUTION OF PASTORAL RELATIONSHIPS

G-2.0901 Congregational Meeting

An installed pastoral relationship may be dissolved only by the presbytery. Whether the teaching elder, the congregation, or the presbytery initiates proceedings for dissolution of the relationship, there shall always be a meeting of the congregation to consider the matter and to consent, or decline to consent, to dissolution.

G-2.0902 Pastor, Co-Pastor or Associate Pastor Requests

A pastor, co-pastor, or associate pastor may request the presbytery to dissolve the pastoral relationship. The teaching elder must also state her or his intention to the session. The session shall call a congregational meeting to act upon the request and to make recommendations to the presbytery. If the congregation does not concur, the presbytery shall hear from the congregation, through its elected commissioners, the reasons why the presbytery should not dissolve the pastoral relationship. If the congregation fails to appear, or if its reasons for retaining the relationship are judged insufficient, the request may be granted and the pastoral relationship dissolved.

G-2.0903 Congregation Requests

If any congregation desires the pastoral relationship to be dissolved, a procedure similar to G-2.0902, above, shall be followed. When a congregation requests the session to call a congregational meeting to dissolve its relationship with its pastor, the session shall call the meeting and request the presbytery to appoint a moderator for the meeting. If the pastor does not concur with the request to dissolve the relationship, the presbytery shall hear from him or her the reasons why the presbytery should not dissolve the relationship. If the pastor fails to appear, or if the reasons for maintaining the relationship are judged insufficient, the relationship may be dissolved.

G-2.0904 Presbytery Action

The presbytery may inquire into reported difficulties in a congregation and may dissolve the pastoral relationship if, after consultation with the teaching elder, the session, and the congregation, it finds the church's mission under the Word imperatively demands it.

G-2.0905 Officiate by Invitation Only

After the dissolution of the pastoral relationship, former pastors and associate pastors shall not provide their pastoral services to members of their former congregations without the invitation of the moderator of session.

Procedure

Initiation

There are three different ways that the dissolution of an installed pastoral relationship may be initiated:

AT THE REQUEST OF THE PASTOR, CO-PASTOR OR ASSOCIATE PASTOR.

"Pastors" typically make the request for dissolution of the pastoral relationship because they have accepted another call for service or wish to retire. A "pastor" makes his or her request for dissolution to presbytery through the COM and informs the session so that session may call a meeting of the congregation for the purpose of considering the "pastor's" request for dissolution of the pastoral relationship.

AT THE REQUEST OF THE CONGREGATION.

The congregation may also request the dissolution of the pastoral relationship. Such a request is often due to difficulties between the congregation and the "pastor" and the "pastor" may or may not be in agreement with the request of the congregation. At the request of the congregation, the session calls a meeting and requests the presbytery to appoint a moderator for that meeting.

BY PRESBYTERY ACTION

The presbytery may, on occasion, look into reported difficulties within a congregation. In the course of such an inquiry and after consultation with the minister, the session, and the congregation, the presbytery may find that the church's mission under the Word "imperatively demands" the dissolution of the pastoral relationship and take steps toward dissolution.

Contested Dissolution

If the “pastor”, the session, or the presbytery through its COM contests dissolution of the call, the matter will be referred for action by the presbytery for resolution. The presbytery will afford all parties an opportunity to present why the call should or should not be dissolved. If the contesting party fails to appear or fails to present sufficient reasons the presbytery may dissolve the call.

Notifying the Congregation

The “pastor” normally writes a letter to the congregation announcing the reasons for dissolution, the date of dissolution, and express appreciation to persons and leaders in the congregation who have assisted the “pastor” in ministry, and to other staff persons, other pastors, townspeople, presbytery staff, etc.

The letter also explains that after departing, the “pastor” will no longer be available to perform pastoral services including baptisms, weddings, home or hospital visitations or funerals, even if any were pre-arranged before departing; except when explicitly invited by the next moderator of session.

This letter can have a lasting impact on the congregation, thus the COM encourages the “pastor” to use this as an opportunity to depart with grace seeking to further the peace, purity, and unity of the congregation.

In the event of a contested dissolution or a dissolution at the request of the session, then this letter may be written by the session and reviewed by a the COM liaison before distribution.

COM Support

A COM liaison may participate in a session meeting to assist with dissolution including negotiating terms of call, finding pulpit supply, appointing a session moderator, and discussing how to secure future pastoral leadership. The COM liaison may talk with the “pastor” and the session jointly and/or individually about their ministry and their feelings about dissolution.

The COM liaison will discuss vacancy dues with the session. Vacancy dues are charged by the Board of Pensions while a church is between pastors to support all pastors.

Terms of Dissolution

Effective date of dissolution must be clearly determined and agreed upon by all parties, including the COM and/or Presbytery. Normally the time between announcement of dissolution to the congregation and the “pastor’s” departure should be not less than four and no more than twelve weeks.

Any dissolution agreements between a “pastor” and a particular church must be approved by the COM before distribution to the congregation for their consent at a congregational meeting.

Ordinarily the terms of dissolution include:

- The effective date of dissolution.
- The dates of termination of all duties and responsibilities, accounting for terminal vacation or excuse from preaching and leading worship on the date of the congregational meeting for dissolution.

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- The date when potentially reimbursable expenses must be incurred before and the date that these expenses must be submitted to the session for consideration.
 - The date Pastor will vacate church office and return all church property, including keys and passwords.
 - The date pastor & family will vacate manse.
 - The end date of this agreement (Date of dissolution plus duration of separation pay).
 - For a dissolution initiated by the session or COM, the session will offer to pay at least three (3) months of the “pastor’s” salary and housing. Any unused vacation time should be paid, but any unused Study Leave is not normally paid. In the event that the reason for termination involves alleged criminal conduct on the part of the “pastor,” there shall be no obligation for continued compensation. If termination involves court-adjudicated, admitted, or pleaded criminal conduct or ecclesiastical misconduct on the part of the “pastor,” there is no need for continued compensation. Appropriate provisions for pastoral and financial support of the clergy family may be made.

The goal of continued compensation to terminated clergy is to provide adequate financial support for the “pastor” and the “pastor’s” family, while recognizing the burdens such compensation may place on a congregation. These guidelines recognize that obtaining a call generally takes several months and that pastors are not eligible for unemployment benefits.

- If the “pastor” finds a full-time call or comparable employment prior to the end of the term of the agreement, then the church’s financial obligations for the continuation of effective salary end as of the date said full-time call or employment begins. A part-time call or employment will result in appropriate prorated adjustments in financial payments;
- Continuation of payment of dues to the Board of Pensions for the same period as the agreed upon salary continuation;
- Provision for loan repayment or a shared equity arrangement (where applicable);
- Use of the manse (where applicable) normally not to exceed two months;
- Provision for use of office, equipment, etc., not to exceed 30 days from the effective date of separation;
- Terms and time limits on physical presence on church premises, not to exceed 30 days from the effective date of separation;
- For a contested dissolution, that financial arrangements will be conducted through a COM approved party;
- In every case where there is compensation continuation for the “pastor”, an appropriate release of claims against the congregation and presbytery should be obtained as a condition of compensation continuation. No commitments for continuing compensation or other support should be made without first obtaining the approval of the presbytery through its COM, the session of the congregation and/or other required consents, and no legal documents should be signed without consultation with presbytery legal representative.

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- Affirmation of the Presbytery’s ethics statement and covenant of closure agreements.

The Congregational Meeting

The session, in consultation with the liaison, calls a meeting of the congregation for the purpose of considering dissolution.

Two notices, a week apart, must be published in advance of this meeting. The Terms of Dissolution and Covenant of Closure should be available with the first notice, and not later than the second notice. If the meeting is held following a Sunday morning worship service, the second notice may be given during that worship service.

In the event of a contested dissolution or if the pastor prefers not to moderate this meeting, the session will obtain the moderatorial services of another Teaching Elder member of Presbytery.

Following adoption of the Terms of Dissolution by a majority of the congregation, the departing “pastor” or the moderator reads the Covenant of Closure from the pulpit to the congregation and at a session meeting. These terms and the covenant entered into between the departing “pastor” and the church govern all dissolved pastoral relationships.

The Clerk Session will promptly report the congregation’s action to the COM including the date and time of the meeting, who moderated the meeting, the Terms of Dissolution, the vote by the congregation, and that the Covenant of Closure was read to the congregation and signed by the “pastor” and Clerk of Session. The Clerk of Session will also report the termination agreement to the Board of Pensions using the applicable form (ENR-301 for traditional plan members).

The COM will conduct an exit interview with the “pastor” ideally before the “pastor” leaves the area.

The COM will report the dissolution as part of its report to the Presbytery. Representatives from the particular church(es) may be invited to speak to the actions recommended. Normally this is an opportunity to celebrate the ending of a successful ministry.

Session is encouraged to provide feedback on this procedure to the COM to assist other congregations.

Revisions and Updates

To assist other congregations who may face similar circumstances in the future, please forward all concerns, comments, and/or suggestions about this document to COM@ourpresbytery.org.

Model Dissolution Agreement

[Bracketed terms should be modified to suit each particular circumstance.]

**THE REVEREND _____ (PASTOR),
THE _____ PRESBYTERIAN CHURCH OF _____ (CHURCH), AND
THE PRESBYTERY OF WABASH VALLEY (PRESBYTERY)**

EFFECTIVE _____ (DISSOLUTION DATE) THROUGH _____ (END DATE)

The _____ Presbyterian Church of _____ gives thanks to God for the service of the Reverend _____ who served as [pastor, associate pastor, stated supply, ...] beginning _____ (date). The congregation of the Church and the Pastor mutually agree that the best interest of each party now is best served by dissolution of the pastoral relationship.

Therefore, The Reverend _____ and the _____ Presbyterian Church of _____ mutually request that the Presbytery of Wabash Valley through its Commission on Ministry (COM) dissolve the [Pastor, Associate Pastor, Stated Supply, ...] relationship that exists between them effective _____ (date), according to the following terms of Dissolution which will be completed by _____ (end date):

1.0 Dissolution

- 1.1 These terms seek to demonstrate Christian compassion and concern by the Church for the Pastor’s well-being during the termination process.
- 1.2 [The Pastor demonstrates similar compassion and concern by seeking without delay a new position, thus relieving undue burden from the congregation and/or the presbytery.]¹

2.0 The Church agrees to:

- 2.1 [Excuse the Pastor from all duties beginning _____ (date).]
- 2.2 Pay the Pastor salary through _____ (agreement ending date). This separation period includes _____ unused vacation days. Accrual of vacation time ceases with the date of dissolution.

A.	Cash Salary or Lump Sum Payment	
B.	Housing Allowance or allowance for utilities, furnishings, including housing continuation after vacating the manse.	
C.	Optional Social Security (SECA) Reimbursed by Church above 50%	
D.	Deferred Income (e.g., 403b, retirement savings plan, Flex accounts)	
E.	Other unvouchered allowances and bonuses (describe): _____	
F.	Other benefits, co-payments, insurances, or unvouchered moving expenses:	
G.	Optional Social Security (SECA) Reimbursed by Church	

¹ Not applicable for retirement or when the pastor initiates dissolution to accept a new call.

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- 2.3 Pay the Board of Pensions continuation of dues for separation period.² BoP Form ENR-301 “Service Termination for Traditional Program Members” filed on _____ (date).
- 2.4 [Pay vouchered expenses of vacating the manse, total not to exceed \$_____.]
- 2.5 [Pay the balance of a Health Reimbursement Arrangement.]
- 2.6 [Escrow the value of the total financial commitment with _____ who manage distribution of financial terms monthly beginning _____ (dissolution date). The church will pay any costs for this service.]
- 2.7 All payments to the pastor cease at the end date of the agreement, or before the end date, if the pastor accepts full time employment or upon determination of renunciation of jurisdiction. Payments will be reduced by the amount of part-time employment until the end date of the severance agreement. Occasional pulpit supply preaching (not longer than three consecutive Sundays in any congregation) as well as participation in weddings and funerals is not subject to severance adjustment.
- 3.0 The Pastor agrees to:
- 3.1 Cease all pastoral duties with or for the Church by _____ (dissolution date).
- 3.2 [Report any and all employment to the COM and through the COM to the Church.]³
- 3.3 [Submit any potentially reimbursable and vouchered expenses incurred prior to _____ (dissolution date) for consideration by the Church not later than _____.]
- 3.4 Vacate the church office and return all church property, including:
- 3.4.1 All keys;
- 3.4.2 Computer passwords; and
- 3.4.3 All books, papers, files (electronic or physical), and furnishing that the Pastor and the Church agree belong to the Church and not to the Pastor.
- 3.5 [Vacate the church owned manse not later than _____ (date).]
- 3.6 [Repay any and all outstanding loans or shared equity not later than _____]
- 4.0 Other Terms
- 4.1 The Pastor may retain files prepared during the Pastor’s length of service, both physical and electronic, including lessons, sermons and worship resources. The Pastor retains the rights to fair use of the contents of those files.
- 4.2 Subscriptions to professional resources previously reimbursed by the Church will continue to be accessible to the Pastor until their expiration.

2 The Board of Pensions assesses dues based on the Effective Salary based on the sum of lines A through F above plus the Fair Rental Value of a church owned manse (if applicable).

3 Not applicable for retirement or when the pastor initiates dissolution to accept a new call.

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- 4.3 Any unused study leave, study allowances, mileage allowances, and professional expense allowances are not compensation and not accrued to the Pastor after the date of dissolution.
- 4.4 All parties agree to abide by the Covenant of Closure of the Presbytery of Wabash Valley, *Standards Of Ethical Conduct*⁴ and the *Book of Order*⁵. Further, they understand that all remaining severance payments may be forfeited by the Pastor if any Presbytery policy or the *Book of Order* are determined to have been violated.
- 4.5 The parties agree that interpretation of this Dissolution Agreement, its scope, and enforcement of terms will be the responsibility of the Commission on Ministry of the Presbytery of Wabash Valley.
- 4.6 The parties agree that disputes over interpretation, scope, or execution of this Dissolution Agreement will be adjudicated by the Council of the Presbytery of Wabash Valley or its assigns.
- 4.7 The parties agree to waive all rights to demand and/or secure a civil judgment with respect to adjudication of matters contained herein or the negotiations that have led to this agreement.
- 4.8 If an allegation of sexual abuse (D-10.0401) against the pastor is received, the presbytery of Wabash Valley, through its Commission on Ministry, shall:
- 4.8.1 arrange immediately for the supervision of the pastor to ensure that the pastor is not placed in any unsupervised settings of the type the allegations claim led to the purported abuse;
 - 4.8.2 conduct an immediate investigation to determine whether the best interests of the congregation and of potential victims of abuse, considered in light of the nature and probable truth of the allegations, warrant a leave of absence or other restrictions upon the pastor's service, and
 - 4.8.3 after determining that a leave of absence, continued supervision, or other restriction upon the pastor's service is required, and, after the pastor is given the opportunity to be heard, and after consultation with the session, direct that the pastor be placed on such a leave of absence or other restriction of service. The pastor has the right to challenge any limitations imposed on his or her ministry (D-6.0202a).
- 4.9 **Entire Agreement.** It is understood that this Severance Agreement is a final disposition of all matters between the Pastor and the releasees. This Agreement constitutes 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 except upon the written consent of all parties hereto.
- 4.10 **Voluntary Execution.** The parties have negotiated this Agreement in good faith and have every intention of being faithful in fulfilling it and further agree to the

4 Approved by the 210th General Assembly (1998) of the Presbyterian Church (U.S.A.)

5 Version in effect on the date on dissolution of *The Constitution of the Presbyterian Church (U.S.A.): Part II*

releases contained herein, each separately and severally representing that he, she, or it understands the contents hereof and signs this Agreement as his, her, or its own free act after a full review of the contents.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE APPROVED THIS AGREEMENT AS OF THE DATE SET FORTH BELOW THEIR RESPECTIVE SIGNATURES.

The Pastor: _____

Printed name: _____

Date: _____

For the Session: _____

Title: _____ Printed name: _____

Meeting on: _____

For the Congregation: _____

Title: _____ Printed name: _____

Meeting on: _____

For the Commission on Ministry: _____

Title: _____ Printed name: _____

Meeting on: _____