

THE PRESBYTERY OF SCIOTO VALLEY

Commission for Church Professionals (CCP)

Dissolution of Pastoral Relationships Policy (Approved 9-17-2019)

(This policy replaces the Termination & Separation Policy.)

I. Statement of Purpose

The purpose of this document is to set forth the principles and procedures for dissolution of pastoral relationships and guidelines for dissolution agreements. Most dissolutions of pastoral relationships are without conflict, usually because the pastor wishes to accept a new call or to be Honorably Retired. Even in such cases, carefully following these guidelines, and using the drafting of a dissolution agreement to cover such matters as ending date, unused vacation, medical coverage for a bridge period, and resolution of any loans the pastor may have from the congregation can result in a smooth transition without conflict.

Although dissolution of the pastoral relationship may follow efforts to resolve conflict, this document does not include the steps that should be taken to resolve the conflict. It does, however, cover the procedure for dissolution and guidelines for dissolution agreements for situations in which efforts at conflict resolution result in dissolution. The Presbyterian Church is connectional in that the presbytery, local congregation, and minister are all parties to the pastoral relationship. We covenant to care for one another. When conflict arises, all possible steps to resolve the conflict short of dissolution should be taken. Dissolution agreements for ministers not moving immediately to a new call are to serve as a bridge from one call to another in a vocation where the ability to move to a new position quickly is limited.

This policy does not apply to the termination of transitional, contracted, or temporary pastoral relationships or to the end of a designated pastorate at the end of its agreed-upon term.

II. General Principles

1. Every call in the PCUSA is an agreement between the Presbytery, the pastor and the congregation. All three parties are involved in every decision regarding the establishment of a pastoral relationship and the dissolution of a pastoral relationship.
2. When the congregation and the pastor are in agreement, the Commission for Church Professionals (CCP) is empowered to act with the power of the Presbytery in this regard and reports all such action to the Presbytery itself. If not in agreement, the action proceeds to the floor of Presbytery as specified in the Book of Order.
3. All official matters regarding the dissolution of a pastoral call shall be documented in writing and shared with all three parties.
4. All conditions for separation shall be compatible with the provisions of the Book of Order.
5. The dissolution process shall be considered incomplete until the minister, the session and the Presbytery approve the dissolution agreement, and the congregation and the Presbytery vote on the dissolution of the call.

III. Book of Order

The relevant provisions of the *Book of Order* are:

G-2.0901 Congregational Meeting

An installed pastoral relationship may be dissolved only by the presbytery. Whether the minister of the Word and Sacrament, 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 minister of the Word and Sacrament 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 minister of the Word and Sacrament, the session, and the congregation, it finds the church's mission under the Word imperatively demands it.

IV. Process for Dissolution

The need for dissolution of the pastoral relationship comes about for a variety of reasons and the procedures and the nature of financial arrangements may vary with the reasons for dissolution. The goal in each instance is fairness to all parties in light of the reason(s) for dissolution.

- A. Minister seeks dissolution.
 1. Personal reasons or to receive a new call. When a minister seeks to dissolve the pastoral relationship for personal reasons or to receive a new call the minister shall make the request to the presbytery by notice in writing to the chairs of both the Commission for Church Professionals and the Commission on Congregational Life and shall advise the session.
 2. Conflict with congregation. If efforts to resolve a conflict with the congregation result in the minister seeking to dissolve the pastoral

relationship, the minister shall make the request to the presbytery by notice in writing to the chairs of both the Commission for Church Professionals and the Commission on Congregational Life and shall advise the session.

B. Congregation seeks dissolution.

1. Reduction in force. Dissolution because of the elimination of a position, budget reduction, for other circumstances due to no fault of the minister, is at the discretion of the congregation, upon recommendation of the session and with the approval of presbytery. When the session determines that it will recommend such a dissolution to the congregation it shall send notice in writing to the chairs of both the Commission for Church Professionals and the Commission on Congregational Life
2. Conflict with minister. If efforts to resolve a conflict with the minister result in the session recommending to the congregation that it dissolve the pastoral relationship the session shall send notice in writing to the chairs of both the Commission for Church Professionals and the Commission on Congregational Life.
3. Cause. Dissolution for cause shall include, but is not limited to:
 - Documented unsatisfactory performance.
 - Abuse or misconduct.
 - Neglect in the care and use of church property or funds.
 - Conduct inconsistent with presbytery standards or ordination vows.
 - a. Issues regarding performance of clergy shall be addressed by session in performance reviews. Documentation shall be clear, thorough and substantial.
 - b. The Commission on Congregational Life is available to assist sessions in designing and implementing a process for evaluation and review. The Presbytery's Mediation and Support Team is also available for consultation and counsel in conflict situations.
 - c. Only after all reasonable attempts at resolution have failed should termination negotiations begin. Separation for cause shall be clearly documented and thoroughly substantiated. The policies and procedures for dissolution for cause spelled out herein shall be followed in a consistent manner. All meetings, conversations and agreements in this process shall be documented in a written form.
 - d. Pastor Emeritus/Emerita shall not be granted to a pastor terminated for cause.

C. Presbytery seeks dissolution.

1. Conflicts requiring presbytery involvement. If there are serious difficulties within the life of a congregation, the Mediation and Support Team shall seek reconciliation through a variety of methods. If this team is unable to settle difficulties, then it may recommend to presbytery that an Administrative Commission be formed for the purpose of settling such difficulties. The

Administrative Commission shall then follow the directives of the *Book of Order* and make appropriate recommendations to the presbytery. These recommendations may include the dissolution of the pastoral relationship and/or the assuming of original jurisdiction of the church by the Administrative Commission. The Commission may also recommend to the congregation the terms of a severance agreement with the minister.

2. Urgent need for dissolution. The Commission for Church Professionals may decide that it will recommend to the presbytery that a pastoral relationship be dissolved immediately. In such cases, the minister will be interviewed by the CCP and be given an opportunity to present his or her case and will be informed of the Committee's recommendation. The minister will be advised that the Presbytery must vote on such a recommendation and that the minister will be given an opportunity to address the presbytery on his or her own behalf.
 3. Sexual misconduct. In cases of sexual misconduct, the Sexual Misconduct Policy of the presbytery and the provisions of the *Book of Order* will be followed.
- D. Death in Service. In the event of the death of the pastor, if they are eligible for Board of Pensions death or retirement benefits, the salary and allowable benefits of that person shall be continued by the congregation to the spouse or dependent for three months from the date on which death occurs or until the Board of Pension death and retirement benefits commence. If they are not eligible for BOP benefits, ordinarily the congregation shall continue the salary and benefits to the spouse or dependent for three months – or as negotiated with the Commission for Church Professionals. The CCP can direct surviving dependents to further resources as needed.
- E. Additional steps in the dissolution process.

After initial contact with the Commission for Church Professionals, the following procedures shall be followed:

1. The session, or a committee designated for this purpose, will negotiate a dissolution agreement with the minister on behalf of the congregation in accordance with Part IV. If the session chooses to appoint a committee to negotiate the dissolution agreement, then it must be approved by the session before moving forward. Following such approval, the session shall submit the proposed agreement to the Commission for Church Professionals for approval (usually at the time of requesting dissolution of the pastoral relationship.)
2. Upon approval of the proposed agreement by the Commission for Church Professionals, the session will call a meeting of the congregation for the purpose of approving the dissolution of the call. A copy of the approved dissolution agreement will be made available to the members of the congregation **for informational purposes only** no later than the date of the first call for the meeting.
3. The Presbytery shall appoint a moderator for the congregational meeting. The congregation will vote on the dissolution of the call.
4. If the congregation approves the dissolution and the minister and congregation are in agreement, the Commission for Church Professionals may

dissolve the relationship on behalf of the Presbytery and report their action at its next meeting. Otherwise, the dissolution will be presented to presbytery for action at its next meeting.

V. Dissolution Agreement

The dissolution agreement or agreements sets the terms for the termination of a pastoral relationship, and cover such matters as termination date, unused vacation pay, interim medical coverage, resolution of loans the minister may have from the congregation, and like matters. Settling these matters clearly and documenting the arrangements in writing avoid possible conflicts at the time of departure. Severance payments for ministers not moving immediately to a new call are to serve as a bridge from one call to another in a vocation where the ability to move to a new position quickly is limited and are spelled out in the dissolution agreement.

The terms of dissolution shall be set forth in a written agreement. The terms are negotiated, in consultation with the Commission for Church Professionals, between the session, or a committee designated for this purpose, and the minister. The agreement is subject to approval of the presbytery. In determining the specific terms of dissolution consideration must be given to the reason(s) for dissolution, the financial ability of the congregation and the circumstances of the minister. The agreement shall include an effective date of dissolution.

A. Financial Terms.

1. Salary and Housing. The parties may agree to continuation of salary and housing allowance or use of manse beyond the date of dissolution, depending on the cause for dissolution.
 - a. Personal Reasons. When the minister seeks dissolution for purely personal reasons or to accept a new call, there shall be no continuation of salary and housing allowance beyond the date of dissolution. Use of the manse beyond the date of dissolution may be considered in the negotiations.
 - b. Dismissal for Cause. When the Pastoral Relationship is dissolved for cause there shall ordinarily be no continuation of salary, housing allowance or manse use beyond the date of dissolution.
 - c. Reduction in Force. Six months' notice or continuation of salary and housing allowance in lieu of notice will ordinarily be granted. If the minister has served the church for 10 years or more, up to 9 months may be considered.
 - d. Conflict. When the dissolution is the result of conflict, the parties may negotiate continuation of salary and housing allowance. No more than six months continuation shall be granted. If the minister has served the church for ten years or more, up to nine months may be considered.
2. Vacation Leave. Regardless of the reason for dissolution, all unused annual vacation leave shall be taken in advance of the date of dissolution or the cash equivalent paid. Entitlement to vacation leave at the time of dissolution shall be calculated on a pro rata basis. Vacation leave not taken in previous years shall not be compensated, unless otherwise agreed in the terms of call.

3. Study, Sick, or Sabbatical Leave. Regardless of the reason for dissolution, there is no entitlement to study, sick, or sabbatical leave not taken in the ordinary course before dissolution and none shall be granted nor paid for at dissolution.
 4. Professional Allowances. Allowances for professional, travel, entertainment, books, or other expenses shall not be paid after the date of dissolution.
 5. Pension/Medical. Payments to the Board of Pensions shall be made coincident with any continuation of salary and housing allowance. When terms of call have included compensation for medical expenses not paid under the provisions of the Board of Pensions Medical Plan, this compensation may continue for the period of time that salary is to continue.
 6. Loans/Equity Sharing. Outstanding loans and equity sharing arrangements are to be settled at the time of dissolution in accordance with the loan or equity sharing agreement. Such loans are part of the terms of call of the pastor and any forgiveness of such loans, unless provided for in the loan documentation, constitutes a change in call that must be approved by the congregation and the Presbytery. The Commission for Church Professionals shall be consulted prior to negotiating any such agreement.
 7. Arrangements for Payment when there is a Severance Agreement.
 - a. When a minister finds full-time employment prior to the end of the agreement, the church's financial obligations shall end on the beginning date of new full-time employment. When a minister accepts new part-time employment, severance pay may be reduced by the pay received in such part-time employment. Note: this provision does not apply to any employment already maintained by a part-time or bi-vocational minister at the time of dissolution. The minister shall report all changes in employment status to Commission for Church Professionals.
 - b. Presbytery does not assume financial liability for severance agreements.
 - c. Lump sum payments of salary and housing are not permitted. Payments shall be made monthly or on the regular church schedule if by a payroll service.
- B. The following terms shall be part of any severance agreement which provides for compensation following the date of dissolution.
1. The minister's responsibilities include abstinence from any pastoral duties and congregational or church sponsored activities, and accountability to CCP with regard to progress in a search process towards employment. The minister shall not conduct worship services for that congregation or its members unless approved by the Commission on Church Professionals, or in accordance with specific guidelines established by the CCP as soon after the dissolution as possible. A minister, who – following a single warning – conducts such shall immediately forfeit all of his or her remaining financial payments under this Severance Agreement.

2. A minister who makes inappropriate contacts with his or her former church shall be sent (by regular mail to the last known address) two written warnings by the Commission for Church Professionals. Upon a third violation, remaining financial payments under the Severance Agreement shall be forfeited.
3. In cases other than reduction in force, personal reasons accepted by CCP, retirement, or the acceptance of a new call, the minister must meet with a counselor (ordinarily on a monthly basis) mutually agreed upon by the minister and the CCP and paid for by the minister or using the Employee Assistance Program of the Board of Pensions. Alternatively, and no later than the end of the second month of the agreement, the minister may participate in a Professional Assessment such as that provided at Midwest Ministries whose cost will be shared equally by the minister, congregation, and the presbytery. Failure to meet these expectations will result in forfeiture of all unpaid financial payments under the Severance Agreement.

DISSOLUTION AGREEMENT
TERMS OF DISSOLUTION

The Rev. _____ and the _____ Presbyterian Church of _____ have agreed to request that the Presbytery of Scioto Valley dissolve the Pastoral Relationship that exists between them with the following terms:

1. Financial terms:

Compensation for unused Vacation Leave \$ _____

Other Provisions: _____

Provision for repayment of any loans: _____

2. Severance Pay, if appropriate and negotiated:

A. Salary \$ _____

B. Housing \$ _____

C. Other \$ _____

D. Length of Severance Period _____

E. Pension dues will be paid on all severance payments.

Payments will be made:

____ Through the normal church payroll process

____ Through a contracted payroll service

Dates:

A. Effective date the ministry duties will terminate: _____

B. Date minister will return all church property and vacate the church office:

C. Date minister and family will vacate the manse: _____

3. Other terms:
- A. The minister, upon execution of this agreement, covenants and agrees that he or 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 Severance agreement, in matters that pertain to their ministry in the church and/or the negotiations that have led up to this agreement.
 - B. All unpaid financial payments to the minister shall cease at the date, before the end of financial payments under this agreement, the minister accepts a new position for full time employment or adjusted if the minister accepts a new part time position.
 - C. All parties agree to conform to and abide by the Ministerial Guidelines of the Presbytery of Scioto Valley and understand that all financial payments shall be forfeited, if the minister violates these Guidelines and those stated in the Dissolution Policy of the Presbytery of Scioto Valley in effect as of the date of the execution of this agreement. All parties shall sign the *Policy Regarding Former Pastors –A General Statement of Underlying Principles*.
 - D. Unless Commission for Church Professionals and the minister agree that the call was terminated for purely personal reasons, the minister agrees to meet at least monthly while receiving severance payments with a counselor mutually agreed upon by the minister and the Commission for Church Professionals and paid for by the minister. Alternatively, the minister agrees that, no later than the end of the second month of this agreement, the minister will participate in a Professional Assessment such as that provided at the Midwest Ministries Center whose cost will be shared equally by the minister, congregation, and the presbytery. Failure to meet these expectations shall result in the forfeiture of unpaid financial payments.
 - E. Minister acknowledges that his or her ministry is governed by the constitution of the Presbyterian Church (U.S.A.) and the remedies available to him or her thereunder to challenge the dissolution of his or her call. Minister acknowledges that the position for which his or her call is being dissolved falls within the ministerial exception under Title VII of the Civil Rights Act, 42 U.S.C. § 2000e to 42 U.S.C. § 2000e-17, the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq, and the Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621-634, as well as common law claims brought against a religious employer.
 - F. For and in consideration of the monies and other items of financial consideration, formally set out above, and for other good and valuable consideration, upon execution of this agreement, and intending to be legally bound, minister does hereby release, acquit and discharge the Presbyterian Church (U.S.A.), the Synod of the Covenant, the Presbytery of Scioto Valley, the church (as more fully named in first sentence of this Agreement), and jointly, severally and individually, each individual member of the church, church officers presently or formerly associated or affiliated with any of the church, the Presbytery, the Synod and the Presbyterian Church (U.S.A.), in any manner, and their present and former officers, employees, attorneys, agents, personal representatives, predecessors, successors and assigns, and each of them (hereinafter collectively known as releasees) from any and all

charges, claims, demands, judgments, actions, causes of action, damages, expenses, costs, attorneys' fees and liabilities of any kind whatsoever, whether known or unknown, vested or contingent, in law, equity or otherwise, which minister has ever had, now has, or may hereafter have against said releasees for or on account of any matter, cause or thing whatsoever which has occurred prior to the date of this agreement, including but not limited to any claims, causes of action, suits, injuries, damages, losses and rights arising from minister's employment by church or the dissolution of the call. .

4. It is understood that this Severance agreement is a final disposition of all matters between the minister and the releasees. This Severance 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.
5. Minister acknowledges that he or she has been advised by this writing to consult with an attorney and has been given the opportunity to review and consider this Agreement and to consult with legal counsel with respect thereto.
6. Minister acknowledges he or she has read and understands this agreement in its entirety, and understands the terms of this agreement, that no promise or inducement has been made or offered to him or her or it except as set forth in this agreement, that he or she is executing this Agreement without reliance upon any statement or representation of the person or party released, except as set forth herein, and that he or she intends to and is competent to be bound by this agreement

Approved by:

Session on: _____

Clerk of Session

Congregation on: _____

Moderator of Congregational Meeting

CCP on: _____

Chair of CCP

Presbytery on: _____

WARNING: THIS IS A RELEASE OF YOUR RIGHTS. READ BEFORE SIGNING

Pastor on: _____

Pastor: _____