

## Dissolution Policy

### Categories of Dissolution of the Pastoral Relationship

#### Voluntary Dissolution (Resignation)

The pastor requests that the relationship be dissolved in order to accept another position, retire, or for some other personal reason. There are no special terms of dissolution other than the fulfillment of the contractual agreement (i.e., unused vacation, repayment of housing loans, etc.).

#### Involuntary Dissolution (Negotiated End)

##### *Reduction in Work Force*

Either the pastor or the session may request that COM assist in negotiating a peaceful and appropriate end to a relationship resulting from 1) the elimination of a position, 2) budget limitations, 3) a changing ministry environment, or 4) other circumstances arising out of no fault of the pastor. Written notice shall be sent to COM from the session after consultation with the pastor. In determining the specific terms of the dissolution, consideration shall be given to the reason for separation, the financial situation and overall health of the congregation, and the specific circumstances of the pastor. Salary and benefit continuation shall be negotiated, but will not normally exceed six months and the cash equivalent of unused earned vacation.

##### *Separation for Cause*

The pastoral relationship may be dissolved as a result of judicial action or the Presbytery determining that "the church's mission under the Word imperatively demands it." Separation for cause shall include, but is not limited to: 1) documented unsatisfactory performance, 2) abuse or misconduct, 3) insubordination, 4) neglect in the care and use of church property or funds, 5) conduct inconsistent with Presbytery standards or ordination vows. Separation for cause must be clearly documented and thoroughly substantiated. There are no special terms of dissolution other than the fulfillment of the contractual agreement, i.e., salary and benefits paid up to the date the relationship is dissolved, cash equivalent of unused earned vacation, etc.

##### *Irreconcilable Differences*

Most forced dissolutions are the result of failed attempts to resolve differences about leadership style and/or other causes. These cannot be classified as separation for cause because there are no significant documented failures to perform. A significant number of members no longer believe that the pastor can minister effectively to the congregation's needs. A separation is negotiated because the mission of the church is being negatively impacted, members of the congregation are at odds with each other, and the pastor is usually being treated with disrespect. In determining the specific terms of the dissolution, consideration shall be given to the reason for separation, the financial situation and overall health of the congregation, and the specific circumstances of the pastor. Salary and benefit continuation shall be negotiated, but will not normally exceed six months and the cash equivalent of unused earned vacation.

### General Principles

1. COM is the Presbytery's instrument for working with pastors and congregations concerning the ending of pastoral relationships as well as establishing and maintaining them.
2. Both pastors and congregations have the right to request that pastoral relationships be dissolved, remembering that the Presbytery has the ultimate authority.
3. An appropriate process of review, evaluation, or conflict resolution will precede all separation agreements.
4. The process of review can be initiated in writing to the moderator of COM or to the Stated Clerk of the Presbytery by either the pastor or the session.

5. All conditions for separation shall be compatible with the provisions of the *Book of Order* and the Dissolution Policy of the Presbytery.
6. All matters regarding dissolution of a pastor shall be documented in writing by the session with copies to the Committee on Ministry.
7. The separation process shall be considered incomplete until the congregation and the Presbytery vote on the dissolution of the call and any severance terms.
8. The effective date of the dissolution ends all responsibilities of the pastor to the church as well as the church to the pastor. Therefore, the dissolution date should be set for the end of any accrued vacation. Presbytery may allow exceptions to this with specifically stated detail in the approved terms of dissolution.
9. Study leave time and expense allowance are intended to benefit the church as well as the pastor, and, therefore, are not considered earned benefits requiring compensation at the end of a pastoral relationship.
10. Terms of dissolution include, but are not limited to, all financial agreements (salary and benefits, loan repayment, shared equity, expense reimbursement, medical reimbursement), manse usage, use of office and equipment, etc.
11. The Dissolution Policy and the Agreement for Voluntary/Involuntary Dissolution and Separation are to be written so that the parties involved will waive any further right to sue or take legal action related to the severance agreement unless the agreement is not fulfilled.
12. Salary and benefit continuation provisions will ordinarily include the understanding that the church's obligation ends, or is reduced on a one-for-one basis, when the departing pastor secures alternate employment.
13. All costs related to the dissolution and separation process need to be decided at the beginning of the process or be spelled out in the Agreement for Voluntary/Involuntary Dissolution and Separation. Options to be considered could include the Presbytery paying the expense, having the session be responsible, or sharing the costs.
14. Once the Presbytery has taken its action all agreements are final. The Presbytery will be responsible for monitoring the completion of the agreements made. No further negotiations, changes in the agreement, or alterations may be made after the vote of Presbytery.

### **Steps in the Dissolution Process**

1. Contact the moderator COM for guidance and direction. The COM shall exercise "wise discretion" regarding intervention. COM serves as pastor and counselor to the ministers and facilitates the relations between congregations and ministers. COM settles difficulties on behalf of Presbytery when possible and expedient. Therefore, COM will plan an appropriate process of review, evaluation, or conflict resolution before proceeding toward a separation agreement.
2. COM will work with the session to reach agreement on a date of dissolution and plans for the fulfillment of all obligations, taking into account accrued vacation, salary, and other contractual agreements. The minister and session need to concur on written terms of dissolution to present for vote at the congregational meeting. See resource #02-05 Agreement for Voluntary Dissolution and Separation or #02-06 Agreement for Involuntary Dissolution and Separation.
3. Call a congregational meeting and notify the congregation of the pending change in the pastoral relationship and any special terms or conditions.
4. Hold the congregational meeting. The Committee on Ministry encourages the appointment of an alternate moderator for the meeting.
5. Notify the Committee on Ministry and the Stated Clerk of the action of the congregation since Presbytery action is necessary to complete the dissolution.
6. Notify the Board of Pensions of the changes being made.
7. Complete contractual obligations. Say farewell and move on (both minister and church).