# **PRESBYTERY OF GENEVA**

## **COMITTEE ON MINISTRY**

# **ENDING A PASTORAL RELATIONSHIP**

The process for the end of a pastoral relation depends on the type of the relationship. The provisions for the one type of relationship do not apply to other types.

Installed pastoral relationship dissolutions: Sections 1.1 to 1.6

Transitional/interim or temporary pastoral relationship terminations: Section 1.7

# 1.1 Introduction to Dissolution of an Installed Pastoral Relationship

When a pastoral relationship is established, it is a time of celebration. But there inevitably comes a time that the pastoral relationship will be dissolved. Most commonly, it is the installed Pastor who initiates the dissolution of the pastoral relationship, ordinarily to accept another pastoral call, to enter another form of labor, or to voluntarily retire from professional ministry. Ideally, when that time comes, such dissolution happens amicably and with a measure of grief and recognition of ministry.

However, on occasion, the pastoral relationship is dissolved under less than ideal circumstances. There are occasions when either the Congregation or Presbytery initiates action to end a relationship with a particular Pastor, with which the particular Pastor may not immediately agree. This is known as involuntary separation. Through counseling and assistance from the Committee on Ministry (COM), it is hoped that such involuntary dissolutions may become mutually agreed upon.

# 1.2 Principles for Dissolution

- 1. Every call in the PC(USA) 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. All conditions for dissolution shall be compatible with the provisions of *the Book of Order*.
- 2. When the congregation and the Pastor are in agreement, COM is empowered by the Presbytery to act with the power of the Presbytery in this regard and reports all such action to the Presbytery itself. If all parties are not in agreement, the action proceeds to the floor of Presbytery as specified in the *Book of Order*.
- 3. Ordinarily, an appropriate and regular process of review, evaluation and (if necessary) conflict intervention shall precede the start of any process for dissolution.
- 4. All official matters regarding the dissolution of a pastoral call shall be documented in writing and shared with all three parties.

- 5. The dissolution agreement will include the specific arrangements for termination of pastoral service, and any financial terms that are agreed to, as well as a waiver of any right to sue or take legal action related to that agreement unless the agreement is not fulfilled.
- 6. The dissolution process shall be considered incomplete until the congregation and the Presbytery (or COM on behalf of the Presbytery) vote to approve the dissolution of the call and any severance terms.
- 7. Once the agreements are signed by the Pastor and the clerk of session and Committee on Ministry or Presbytery has taken a positive action, all agreements are final. COM will be responsible for monitoring the completion of the agreement. No further negotiations, changes in the agreement, or alterations may be made after the vote of approval by the COM/Presbytery.

#### 1.3 Book of Order

The relevant provisions of the *Book of Order* to the dissolution of an installed pastoral relationship 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.

*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.

# 1.4 Reasons 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.

#### 1.4.1 Pastor seeks dissolution

# 1. To receive a new call, retire or for other personal reasons.

When a Pastor seeks to dissolve the pastoral relationship to receive a new call, to retire, to change the Pastor's relationship with the Presbytery or denomination, or for personal reasons, the Pastor shall make the request to the Presbytery by notice in writing to the chair of COM and the Presbytery Leader, and shall advise the Session.

# 2. Conflict with congregation.

If efforts to resolve a conflict with the congregation result in the Pastor seeking to dissolve the pastoral relationship, the Pastor shall make the request to the Presbytery by notice in writing to the chair of COM and the Presbytery Leader, and shall advise the session.

# 1.4.2 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 Pastor, 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 chair of COM and the Presbytery Leader.

#### 2. Conflict with Pastor.

If efforts to resolve a conflict with the Pastor result in the session recommending to the congregation that it dissolve the pastoral relationship, the session shall send notice in writing to the chair of COM and the Presbytery Leader.

#### 3. Incapacitation.

The Pastor's physical or mental impairment of a permanent or progressive nature may become a cause for dissolution if or when the Pastor's performance becomes

unsatisfactory. While arising out of no fault of the Pastor, dissolution is at the discretion of the Session and congregation, with the approval of the Presbytery, if the Pastor has not already sought dissolution. The session shall give written notice to COM and the Presbytery Leader after consulting with the Pastor, if possible.

#### 4. Cause.

In this category, there are specific causes to end the pastoral relationship that are cited by the congregation or the Presbytery. They shall include, but are not limited to, unsatisfactory performance, abuse or misconduct, insubordination, gross neglect or misappropriation in the care of church property or funds, conduct inconsistent with Presbytery standards and ministerial ethics, or when a Pastor is involved in a judicial process and renounces jurisdiction.

Ordinarily, issues regarding the performance of clergy/staff shall be addressed by the Session or Administrative Commission in the annual performance review prior to coming to the COM. This review is to be conducted each year at the same time and the results are to be communicated in writing to the Pastor. If the local Session or Administrative Commission needs assistance in developing and implementing a process for evaluation and review, they should contact COM.

Dissolution for cause of pastoral relationships is to be clearly and thoroughly stated and is ordinarily only to happen after other alternative resolutions of the difficulties have been attempted. Documentation of any and all allegations, meetings, conversations, attempts at alternative dispute resolutions and any agreement are to be presented in writing to the Presbytery through the COM for its deliberations upon dissolving the relationship.

In all cases, the Session, congregation, COM and Presbytery is to afford due process to the Pastor in order for the Pastor to present his or her position concerning the situation.

#### 1.4.3 Presbytery seeks dissolution

#### 1. Conflicts requiring Presbytery involvement.

If there are serious difficulties within the life of a congregation, the Presbytery may help seek reconciliation through a variety of methods. An Administrative Commission may 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 Pastor.

#### 2. <u>Urgent need for dissolution</u>

COM may decide that it will recommend to the Presbytery that a pastoral relationship be dissolved immediately. In such cases, the Pastor will be interviewed by the COM and be

given an opportunity to present his or her case and will be informed of COM's recommendation. The Pastor will be advised that the Presbytery must vote on such a recommendation and that the Pastor 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.

#### 1.4.4 Death in Service

In the event of the death of the Pastor, if they are eligible for Board of Pensions death or retirement benefits, COM recommends that 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 earlier. If they are not eligible for BOP benefits, COM recommends the congregation shall continue the salary and benefits to the spouse or dependent for three months – or as negotiated with the COM.

# 1.5 Process for Dissolution of an Installed Pastoral Relationship

- 1. The Pastor should communicate the intention to resign to the Presbytery Leader and the chair of COM.
- 2. The Pastor should communicate the intention to resign or retire at a regular or special Session meeting. In some circumstances it may be helpful to have the COM liaison present at this meeting.
- 3. The Session or Pastor shall contact COM in writing stating the desire to dissolve the pastoral relationship and a brief overview of the reason(s).
- 4. The COM will respond with the liaison and appropriate resource person(s) to meet with all parties to bring about an amicable dissolution and to inform all of the parties of the COM's process for on dissolution.
- 5. The Session, Pastor and COM negotiate, approve and sign an approved written dissolution agreement. See Section 1.6 for guidance on the Dissolution Agreement.
- 6. The Session shall decide the date and procedure by which the Pastor's request for dissolution is communicated to the Congregation. Ordinarily this includes the Pastor's announcement for such as part of a Sunday worship service(s) and a letter mailed from the Pastor and Session to the Congregation stating reason(s) for dissolution prior to the first call for the Congregational meeting at which the dissolution of the call and the written dissolution agreement is to be considered.
- 7. The Session and Pastor shall take the responsibility for preparing the Dissolution Agreement.
- 8. The Pastor ordinarily shall expect to continue in active ministry with the congregation for at least four weeks, including four Sundays, after the date of the announcement of the dissolution to the Congregation. Ordinarily, during these four weeks the pastor should not

- use any vacation or study leave. The Pastor should be attentive to pastoral care concerns which arise in response to the dissolution.
- 9. The Session should confer with the pastor and, if necessary, the COM liaison, prior to the meeting of the Congregation where the call is dissolved. At this meeting the Session should make all decisions concerning the final dissolution agreement with the Pastor. The Session shall approve the dissolution agreement. If COM has not been actively involved in the negotiation of the dissolution agreements, Session should consider submitting the dissolution agreement to COM for approval prior to submitting it to the Congregation for action.
- 10. The Session shall call a special meeting of the congregation to act upon the dissolution, meeting all timely requirements for announcing such a call. Normally this meeting is moderated by a person appointed by COM, but if the dissolution is at the request of the Pastor, the Pastor may moderate the meeting or appoint another member of Presbytery to moderate. The congregation then votes to concur or not to concur with the dissolution of the pastoral call and the dissolution agreement. No party at the congregational meeting can amend the dissolution agreement. The COM representative or Moderator at this Congregational meeting will explain the Presbytery's policy on "Healthy Boundaries for Departing Pastors."
- 11. COM approves the dissolution on behalf of the Presbytery and reports the action to the Presbytery.
- 12. COM shall notify the Committee on Leader Care of the dissolution so that it may make arrangements for celebration of the Pastor's ministry in appropriate circumstances.
- 13. The Session shall ordinarily create an event to celebrate and appreciate the Pastor's ministry and encourage opportunities for members of the Congregation to say farewell to the Pastor.
- 14. The Pastor shall not make any arrangements for worship or ministry within the congregation after the Pastor's last day of active service.
- 15. See Checklist for Dissolution of an Installed Pastorship at the Request of a Pastor.

#### 1.6 Dissolution Agreement

# 1.6.1 General Provisions

The dissolution agreement sets the terms for the termination of a pastoral agreement, and covers such matters related to the termination. The dissolution agreement must be in writing, to reflect the settlement of matters clearly to avoid possible conflicts at the time of departure and beyond. The terms are negotiated, in consultation with COM, between the session, or a committee designated by it for this purpose, and the Pastor. The agreement must be approved by COM or the Presbytery. In determining the specific terms of dissolution considerations must be given to the reason(s) for dissolution, the financial stability of the congregation and the circumstances of the Pastor.

The dissolution should include, at a minimum, the following items:

- 1. Identification of the parties (name of Pastor, church and Presbytery)
- 2. The specific reason for dissolution
- 3. The date of dissolution and other dates by which items in the agreement are to be accomplished.
- 4. All financial obligations agreed upon.
- 5. Any statement of limitations on the agreement.
- 6. The provisions required by the Presbytery's Promoting Healthy Boundaries for Departing Pastors Policy [link], unless those provisions are contained in a separate document.
- 7. Dates and signatures of all the parties the session/congregation, the Pastor and the COM.

Other items may be added to the dissolution agreement depending upon the situation and any specific state or federal laws that may apply.

A Model Dissolution Agreement is attached below.

The signed Agreement is to be put in the Session's minutes, the COM and Presbytery minutes, the Pastor's file and the files of the Church and Presbytery.

If it is wise to prevent unnecessary contact between the former Pastor and the Church, discuss whether financial arrangements could be conducted through the Presbytery Office after the Pastor's departure from the Church.

#### 1.6.2 Guidelines for Negotiating the Dissolution Agreement

#### 1. <u>Time periods</u>.

The agreement should specify all applicable time periods, including date of dissolution, date the Pastor's duties will cease (if different from dissolution date), and any other circumstances that extend beyond the date of dissolution, such as when the Pastor is to have all personal items removed from the church building and return church keys, access to the church's email, etc.

## 2. Salary and Housing Allowance.

At minimum, salary and housing allowance (if applicable) continue through the date of dissolution. When the Pastor leaves to accept another call, to retire or for other personal reasons, normally there is no continuation of salary and housing allowance beyond the date of dissolution. When the dissolution is the result of conflict, the parties may negotiate continuation for a stated period of time (see section 1.6.3 on severance). When the dissolution results from a reduction in force, COM recommends that 6 months' notice be given, or that salary and housing allowance be continued in lieu of notice. Normally, no continuation of salary and housing allowance is appropriate when the dissolution is for cause against the pastor.

#### 3. Manse.

The parties shall negotiate a date by which the Pastor shall vacate the manse, taking into consideration the reason for the dissolution and the length of notice of the impending dissolution. The parties may want to specify the condition in which the manse is to be left when vacated. If the pastor is retiring, the parties may want to consider whether it would be appropriate for all or part of the pastor's moving expenses to be covered.

#### 4. Vacation Time

Regardless of the reason for dissolution, unused vacation shall be used or the cash equivalent paid for it. Normally unused vacation from previous years shall be included only when reflected in the terms of call or the session records show a clear intention to allow the Pastor to carry forward unused vacation.

#### 5. 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 the dissolution, and none shall be granted nor paid for after the date of dissolution, including unused study allowances.

# 6. Professional Allowances

Allowances for professional, travel, entertainment, books or other expenses should not be paid after the date of dissolution.

#### 7. 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.

8. <u>Severance Payments</u>. See section 1.6.3 for guidance on when severance payments may be appropriate.

#### 9. Loan/Equity Sharing

Outstanding loans and equity sharing arrangements are to be settled in accordance with the loan or equity sharing document. 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 COM or Presbytery.

# 10. Car and Other Allowances.

All car allowances and other types of allowance payments should not be paid after the date of dissolution but should be prorated and paid prior to the date of dissolution.

#### 11. Healthy Boundaries.

The Presbytery has adopted a Promoting Healthy Boundaries for Departing Pastors Policy [link] which is to be agreed to and signed by the Pastor, the Session and approved by COM.

The terms may be included in the Dissolution Agreement, or it may be signed as a separate document. In any event, it must be signed before COM will approve the dissolution.

#### 12. Release.

A clause shall be included in the dissolution agreement that releases all parties from legal action unless the agreement is not fulfilled.

## 13. Counseling and Training.

COM may recommend or require appropriate counseling, training or other services for the former Pastor. In those cases, the dissolution agreement may provide that continued receipt of payments under the dissolution agreement may be contingent upon the demonstration to COM of a good faith effort in meeting these or other stipulated requirements.

#### 1.6.3 Severance

- 1. 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. The severance payments are negotiated between the parties and spelled out in the dissolution agreement. Severance should be considered in those instances when a Pastor is forced/encouraged to resign without another call with no accusations of malfeasance or misconduct against him or her. When there are accusations or charges filed or pending against a Pastor consideration can be given to the needs of the family even though there may be an absence of sympathy for the Pastor.
- 2. Severance is considered in lieu of Unemployment Compensation which is available to most lay people but not to clergy in called positions.
- 3. Normally, severance will cease when the Pastor obtains future employment comparable to or in excess of severance. However, if the Pastor obtains employment or receives a call that is not comparable to the former position then the church will make up the difference during the term of the severance package.
- 4. Normally, severance includes "effective salary" plus pension and health benefits (generally reported as Board of Pension dues). It may include medical deductible and /or dental insurance. All of these figures will be based on the most recent terms of call on file in the office of the Presbytery of Geneva.
- 5. Due consideration should be given to the church's ability to pay severance.
- 6. Normally payments shall be made on the church's regular payroll schedule, or monthly. Lump sum payments may be allowed but may have serious tax implications. Any lump sum proposal should be reviewed by the Presbytery's Financial Administrator.
- 7. The question often asked is how much severance is appropriate? Remember, the purpose of severance is not to be punitive but to provide a bridge until the Pastor can reasonably be

expected to find a new call. Thus various factors should be taken into consideration, including but not limited to the length of time the pastor has served the congregation, the availability of comparable positions in the surrounding area or whether a move will be likely, the Pastor's family situation, and reasons for the dissolution. The appropriate amount may be as much as twelve months. The pastor, session and COM shall negotiate the appropriate amount in good faith.

#### 1.6.4 Model Dissolution Agreement – see below

# 1.7 Termination of a Temporary (Covenanted) Pastoral Relationship

# 1.7.1 Notice of Termination Before the Expiration of the Term.

Covenants for temporary pastoral relationship contain provisions for the minimum notice that is required to be given in the event the covenant is to be ended before the expiration of the term, typically 30 days. Early termination requires COM approval. Churches and pastors are encouraged to give more than the minimum notice when feasible, so the other party may begin planning for the future. The party giving notice to terminate the covenant early should notify the Presbytery Leader and COM (either the COM liaison or COM chair) prior to or at the time of giving notice to the other party.

## 1.7.2 End of Term.

Some temporary pastoral relationships are understood by both the church and pastor to be for a short term. Other relationships, while renewal annually, continue for years. Both churches and pastors are encouraged to give more than the minimum required notice if they know they intend not to renew at the end of the term.

# 1.8 Presbytery of Geneva Promoting Healthy Boundaries for Departing Pastors Policy <u>link</u>

# 1.9 Presbytery of Geneva Pastor Emerita/Pastor Emeritus Policy link

# **PRESBYTERY OF GENEVA COMMITTEE ON MINISTRY**

#### MODEL

# **DISSOLUTION AGREEMENT** FOR THE DISSOLUTION OF AN INSTALLED PASTORAL RELATIONSHIP

A .doc version is available on the COM Resource page of the Presbytery website – see here.

See the Committee on Ministry's document "Dissolution of a Pastoral Relationship for information on what to include in the Dissolution Agreement.

The [church name] gives thanks to God for the service of Rev. [Pastor Name] as Pastor.

Compensation for Unused Vacation Time: \$
Pension/Medical Dues will be paid on all required compensation:
Provision for Pastor's use of equipment beyond termination date:
Provision for repayment of any loans:
Other Provisions:
Severance Payments:

#### Other Terms:

The Pastor, acknowledging receipt of financial payments under 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 Dissolution Agreement, in matters that pertain to his/her ministry in the Congregation, and/or the negotiations that have led up to this agreement, unless the agreement has not been fulfilled.

[When required. May set forth specific agreements. The Pastor and/or the Congregation agrees to abide by the direction of the Committee on Ministry for counseling or training to enhance the future ministry and health of either.]

[When severance is to be paid: All unpaid financial severance payments to the Pastor shall cease at the date, before the end of financial payments under this agreement for severance, if the Pastor accepts another position for fulltime employment or shall be adjusted if the Pastor accepts a part-time position.]

It is understood that this Dissolution Agreement is a final disposition of all matters between the Pastor, Congregation and the Presbytery. This Dissolution 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 parties have separately signed the Promoting Healthy Boundaries Between a Departing Pastor and a Congregation Agreement, Attachment 1, which is incorporated by reference.

The undersigned parties have negotiated this Dissolution 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:		
Pastor's Signature	Date	
(upon conclusion of negotiations)		

Clerk of Session Signature (upon approval of the Session)	Date	
Moderator of the Congregational Meeting (upon approval of the Congregation)	Date	
Committee on Ministry Representative (upon approval by the COM)	Date	
Stated Clerk of the Presbytery (upon approval of the Presbytery)	Date	

# Copies of the final, signed document shall be sent to:

The Pastor Clerk of Session of the Church Chair of the Committee on Ministry Stated Clerk of the Presbytery.

The Agreement shall be made a permanent entry in the minutes of the Session of the Congregation and that of the Presbytery and a hard copy will be duly filed within the Congregation and the Presbytery.

Approved by COM 12/5/2023

# **ATTACHMENT 1**

# **Presbytery of Geneva**

# Promoting Healthy Boundaries Between a Departing Pastor and a Congregation Agreement

The Committee on Ministry has the responsibility to insure healthy transitions for pastoral leaders and for the congregations they have served. It is important for both a former pastor and congregation members to maintain healthy boundaries and to distinguish between friendly relationships and pastoral relationships.

·	
Congregation Policy, the Session of the	derstand that the following boundaries go into effect
2.0905: After the dissolution of the pass shall not provide their pastoral services invitation of the moderator of the sessic to the congregation, corporately or individual moderator of session assigned by the Copolitely decline invitations from congregation of preaching, weddings, baptism	ted in the Presbyterian Church (U.S.A.) Book of Order G- toral relationship, former pastors and associate pastors to members of their former congregations without the on, the Pastor will no longer provide pastoral services vidually, without the expressed invitation of the ommittee on Ministry. Therefore, the Pastor will always gation members to perform any kind of pastoral services s, funerals, hospital visitation, etc. All requests for(role).
In addition, the Pastor will refrain from for a period of	attending any activities at the church, including worship
	ship and role is a challenging aspect of transition, we lom and faithfulness in honoring this agreement.
Clerk of Session	Date of Session approval
Pastor	<del></del>
Committee on Ministry	Date of COM approval