**PRESBYTERY OF GENEVA**

**COMMITTEE ON MINISTRY**

***MODEL*
DISSOLUTION AGREEMENT**

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

 ***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.

The [Pastor name] and the [church name) agree to request that the Presbytery of Geneva dissolve the pastoral relationship that exists between them for the following reason and upon the following terms and conditions.

**Reason(s) for the Dissolution**: *[list]*

**Dates:** *[list all that apply]*

Effective Date of Dissolution:

Date all ministry duties and pastoral services of the Pastor will cease:

Approved vacation dates prior to dissolution:

Date the Pastor will return keys to the Church and have all personal items removed from the Church building (not including manse):

Date the Pastor will have all personal items removed from the manse and keys returned to the Church:

Manse is expected to be left in broom clean condition with all debris removed. *[or other expectations*]

Other applicable dates:

**Financial Terms**:

 Salary: for example, $\_\_\_\_\_\_\_\_ per [pay period] for [date] through [date]

 Housing Allowance: for example, $\_\_\_\_\_\_\_\_ per [pay period] for [date] through [date]

 Utility Allowance:

 Deferred Compensated Payments:

 SECA Allowance: for example, $\_\_\_\_\_\_\_\_ per [pay period] for [date] through [date]

 Professional/Travel Allowance: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 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 Date**

(upon approval of the Session)

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**Moderator of the Congregational Meeting Date**

(upon approval of the Congregation)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Committee on Ministry Representative Date**

(upon approval by the COM)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Stated Clerk of the Presbytery Date**

(upon approval of the Presbytery)

**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.

 Having read the Presbytery’s “Promoting Healthy Boundaries Between a Departing Pastor and a Congregation Policy, the Session of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Church and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Pastor”) understand that the following boundaries go into effect when the Pastor is no longer called to serve the congregation.

In compliance with the requirement stated in the Presbyterian Church (U.S.A.) *Book of Order* G-2.0905: 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 the session, the Pastor will no longer provide pastoral services to the congregation, corporately or individually, without the expressed invitation of the moderator of session assigned by the Committee on Ministry. Therefore, the Pastor will always politely decline invitations from congregation members to perform any kind of pastoral services including preaching, weddings, baptisms, funerals, hospital visitation, etc. All requests for pastoral services should be directed to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(role).

 In addition, the Pastor will refrain from attending any activities at the church, including worship, for a period of \_\_\_\_\_\_\_\_\_\_\_.

 While letting go of the pastoral relationship and role is a challenging aspect of transition, we understand that there is important wisdom and faithfulness in honoring this agreement.

Clerk of Session \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date of Session approval \_\_\_\_\_\_\_\_\_\_\_\_

Pastor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Committee on Ministry \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date of COM approval \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_