

# NATIONAL CAPITAL PRESBYTERY POLICY FOR DISSOLUTION OF INSTALLED PASTORAL RELATIONSHIPS<sup>1</sup>

## BACKGROUND AND INTRODUCTION

The pastoral relationship is very important; often deeply personal; and in some cases, lifesaving to the people in a congregation. This relationship evolves through study, teaching, preaching, administering the sacraments of Baptism and the Lord's Supper, weddings, funerals, presence in crises, and prayer with and for members of the congregation. In cooperation with the ruling elders and deacons of the church, the pastor works to encourage the people in worship and service of God, equipping them for their tasks within the church and their mission in the world. In all of these relational dimensions, there are elements of trust, confidence, admiration, affection, care and love.

The ending of the pastoral relationship and the resulting changes which occur in the life of the congregation, are often stressful and traumatic. Therefore, in the light of the Book of Order and the best traditions of the Presbyterian Church, the following guidelines represent what most pastors and congregations will want to do as they work through the changes in their respective lives.

Ordinarily and ideally a pastoral relationship between the Pastor and the Congregation will be dissolved amicably and with a tone of celebration (and a measure of grief) as the Pastor moves to a new field or to retirement. Even in such cases, careful adherence to these guidelines and 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, conflict-free transition. Although dissolution of the pastoral relationship also may occur following efforts to resolve conflict within a congregation, this document does not include the steps that should be taken to resolve such 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 pastor are all parties to the pastoral relationship. We covenant to care for one another. As Scripture teaches [Matt. 18: 15-35], when conflict arises all possible steps to resolve the conflict short of dissolution should be taken.

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

## GOVERNING PRINCIPLES

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

*G-2.0901 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*

<sup>1</sup> Throughout this document, "pastoral relationships" refers to installed pastoral relationships as defined in G-2.0504a.

*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 A Pastor, Co-Pastor, or Associate Pastor may request the presbytery to dissolve the Pastoral relationship. The pastor 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 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 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 The presbytery may inquire into reported difficulties in a congregation and may dissolve the Pastoral relationship if, after consultation with the pastor, the session, and the congregation it finds the church's mission under the Word imperatively demands it.*

Several principles of our polity also provide helpful background to understanding and implementing this policy:

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 Committee on Ministry (COM) is empowered to act with the power of the Presbytery in this regard and report the action to the Presbytery itself. If all parties are not in agreement, the action proceeds to the floor of the Presbytery as specified in the Book of Order.
3. All official matters regarding dissolution of a pastoral relationship shall be documented in writing and shared with all three parties.
4. All conditions for dissolution shall be compatible with the provisions of the Book of Order.
5. The dissolution process shall be considered incomplete until the Congregation and the Presbytery (COM Coordinating Commission) vote on the dissolution of the call and the terms of the severance agreement, if any.

## **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. Voluntary Dissolution - Voluntary separation may take place after written notice to the Session, the vote of the Congregation, and the vote of the Presbytery which acts to dissolve the Pastoral relationship. Clergy voluntarily seeking dissolution will be paid the cash equivalent of their unused earned annual leave at the official date of the dissolution of the pastoral relationship. After formally requesting dissolution by contacting the Stated Clerk of the Presbytery, the Pastor should make arrangements to leave the position in a timely manner in consultation with the Committee on Ministry (COM).
2. Negotiated Dissolution – Prior to announcing any terms of dissolution, including the date, either the Pastor or the Session shall request that COM assist in negotiating a peaceful and appropriate end to a relationship. This may be the result of funding limitations, changing ministry environment, medical disability, performance, or any other situation that brings into question the viability of the Pastoral relationship. In determining the specific terms of the dissolution, consideration must 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 may be negotiated but will not ordinarily exceed six (6) months beyond the official date of dissolution and the cash equivalent of unused earned vacation.
3. Dismissal for Cause - The Pastoral relationship may be dissolved as a result of judicial action, abandonment of the call as determined by the COM Coordinating Commission, or presbytery determination that “the church’s mission under the Word imperatively demands it.” (G-2.0904) 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. Pastor Emeritus status shall not be granted to a pastor terminated for cause.
4. Death in Service - In the event of the death of a Pastor, the salary and allowable benefits of that person will be continued by the Congregation to the spouse or dependent for up to three (3) months from the date on which the death occurs or until the Board of Pension death and retirement benefits take effect, whichever comes first. NCP Staff can direct surviving dependents to further resources as needed.
5. Renunciation – In the event that the Pastor renounces the jurisdiction of the church, per G-2.0509, dissolution is effective immediately. 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. The Session or calling agency shall make no severance payments or monetary gifts to a pastor who renounces jurisdiction. The Session shall work with COM to set terms for departure and settle any outstanding financial and property issues, if such exist (loans, manse, office equipment, etc.).

**GENERAL STEPS:**

1. The Pastor or Clerk of Session contact the Stated Clerk of the Presbytery. The Stated Clerk of the Presbytery will then contact the Committee on Ministry.
2. The Committee on Ministry works with the Session to reach agreement on the dissolution date and plans for the fulfillment of all obligations, taking into account accrued vacation, salary and other contractual agreements. If negotiations are required, the Session, or a committee designated for this purpose, will negotiate a dissolution agreement with the pastor and submit the proposed agreement to Committee on Ministry for approval, usually at the time of requesting dissolution of the pastoral relationship. At the request of the pastor or Session, the COM will mediate the negotiations. In the case when a severance is deemed appropriate by the COM, the negotiations will always be mediated by the Ministry Relations Team. (See Section V for Negotiation Process)
3. The Session or the Presbytery calls a congregational meeting per their own rule for minimum notification requirements and gives notice at regular services of worship prior to the meeting (G-1.0503) of the pending change in the Pastoral relationship and any special terms or conditions.
4. The congregational meeting is held. The Committee on Ministry requires the appointment of an alternate moderator for the meeting. The Presbytery's Covenant of Closure is described to the Congregation and signed by the Pastor, Clerk of Session, and the COM representative.
5. The moderator of the congregational meeting notifies the Committee on Ministry and General Presbyter of the action of the Congregation. Presbytery action is required to complete the dissolution.
6. If the Congregation or the Pastor does not concur with the dissolution, opportunity will be granted to either party to appear before a Presbytery Meeting to present reasons for not dissolving the Pastoral relationship. (G-2.0902; G-2.0903)
7. When the dissolution is approved by the Presbytery, the Pastor and the Clerk of Session notify the Board of Pensions of the changes being made.
8. All contractual obligations and responsibilities must be completed by all parties.
9. After an appropriate farewell, both Pastor and Congregation move to the next steps.

**DISSOLUTION AGREEMENTS**

Typically a dissolution agreement is only necessary in a negotiated dissolution. The dissolution agreement or agreements set 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 pastor 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 pastors not moving immediately to a new call are to serve as a bridge from one call to another in a vocation where mobility 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 Committee on Ministry, between two parties: the Session, or a committee designated for this purpose, and the pastor. It is ultimately agreed to by the congregation. 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 pastor. The agreement shall include an effective date of dissolution.

No Session may begin negotiations of any severance agreement without first seeking guidance and counsel from the COM.

The process for approving the agreement will be in the following sequence (except when the Pastor is placed on leave of absence at the recommendation of COM, or is terminated by the Presbytery).

1. Session and Pastor consult with COM.
2. Session, Pastor and COM mutually agree upon a written severance agreement. (See Appendix A)
3. Copies of the written severance agreement, or copies of a summary with the whole document available, are provided to members of the Congregation no later than the date of first call for the congregational meeting to consider the dissolution of call and the written severance agreement. The agreement shall contain a termination date, financial terms, and the closure of any other issues which were part of the congregation's call to the Pastor. Specific legal agreements between the Pastor, the Session and the Presbytery may be kept confidential.
4. The Congregation votes on dissolution of call and the written severance agreement. The severance terms cannot be amended by any party at the congregational meeting. (See "Congregational Meeting" on page 12))

The agreement shall specify that if a Pastor finds full-time employment before the agreement term concludes, the church's financial obligations shall end as of the date said full-time employment begins. Part time employment of the Pastor will result in appropriate prorated adjustments in financial payments under the agreement.

Financial arrangements will be conducted through the Congregation's financial system or the Presbytery Office after the Pastor's departure from the church. If the latter, the church will make severance payments to the Presbytery at least seven days prior to the respective due dates for said payments to the former Pastor, and the Presbytery will make the

respective payments to the former Pastor after receipt of payments from the church. The church will deliver to the Pastor any and all tax documents (such as W-2 forms) as if the church has paid the salary to the Pastor directly. Should a church default on payments under a Severance Agreement, the Presbytery will not assume financial liability for the agreement. (*See, Appendix A, page 7, Authority of Presbytery and Committee on the Ministry.*)

Certain non-financial terms also must be included in any severance agreement providing for compensation following the date of dissolution:

1. As outlined in the Covenant of Closure (Former Pastor Policy), the pastor is to abstain from any pastoral duties and congregational or church-sponsored activities, and is to maintain accountability to the Committee on Ministry (COM) with regard to progress in a search process toward employment. The pastor shall not conduct worship services in the Congregation he or she is departing or for members of the Congregation or their families unless approved by the COM. A pastor who makes inappropriate contacts with his or her former Congregation or violates the National Capital Presbytery Code of Ethics for Clergy and Other Church Professionals shall be sent (by standard U.S. mail service to the last known address) two written warnings by the COM. Upon a third violation, *after written notice to the Pastor*, the severance agreement will become null and void. Remaining financial payments under the Severance Agreement shall be forfeited.
2. In cases other than reduction in force, retirement or the acceptance of a new call, the pastor may be required to meet at least monthly with a counselor mutually agreed upon by the pastor and the COM and paid for by the pastor 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 pastor may be required by the COM to participate in a professional assessment, the cost of which will be shared equally among the Pastor, Congregation and Presbytery, with follow up as required. Failure to meet these agreed to expectations will result in forfeiture of all unpaid financial payments under the Severance Agreement.
3. The Committee on Ministry may define other expectations of the Pastor (such as coaching, counseling, etc.) which will not be shared with the Session or the congregation.

### **CONSIDERATIONS FOR NEGOTIATED DISSOLUTION**

The negotiated dissolution of a pastoral relationship with a church is often a time of distress for both Congregation and Pastor. All parties are encouraged to act in a spirit of mutual forbearance, fairness and forgiveness. A measure of mutual reconciliation is possible even in the midst of dissolution. Feelings often are as important as facts in these matters. Honest statements of feelings and attempts at reconciliation are necessary for the future effectiveness of the Pastor and the future health of the Congregation. It is the responsibility of the church leadership - Presbytery, Congregation and Pastor - to create

the climate for that to happen, relying on the Spirit of God and example of Christ for strength and guidance.

When a dissolution is negotiated, a thorough and fair severance package must be considered. Severance is understood to include payments equal to salary, housing allowance or use of manse, and continuation of pension/medical/death and disability coverage, deferred income, annuities, and supplemental insurance, if any, for a specified period of time. Presbytery's Committee on Ministry (COM) must approve all terms of severance.

In determining the specific terms of the severance agreement, consideration must 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 may be negotiated but shall not normally exceed (six) months and the cash equivalent of all unused annual leave. Study leave or sabbatical leave will not be granted as part of a severance agreement.

Once an agreement to enter into negotiations has been reached between the Pastor and Session, the parties will be given three weeks to negotiate a successful severance agreement. The Congregational meeting shall be held no later than five weeks following the agreement to enter negotiations (two weeks following a successful agreement). An exception shall be made when the Pastor is fifty-five years of age or older (per the Older Workers Benefits Protection Act), when an additional two weeks shall be added to the congregational meeting deadline. Failure to reach an agreement within the allotted time may lead to COM and Presbytery action and an end to negotiations. The COM may consider extensions to these time requirements at the request of Pastor or Session.

### **Considerations for Pastors and Sessions:**

Salary, Housing Allowance, and Pension/Medical Provisions: Recognizing that clergy do not have access to unemployment security payments, COM recommends that Sessions consider paying full salary, housing, pension/medical/death/disability, medical deductible and Social Security (SECA) payments for between three (3) months minimum and six (6) months maximum beyond the effective date of dissolution, or until the Pastor has found full-time employment, whichever occurs first. Payments should be made at one of the following rates:

- (1) the rate in effect at the time the pastoral relationship is dissolved;
- (2) rates mutually agreed upon by all parties; or
- (3) rates negotiated by the parties as part of the dissolution process.

Should a church default on payments under a Severance Agreement, the Presbytery will not assume financial liability for the agreement.

Congregation-owned manse: If a manse has been provided, but it seems appropriate to arrange for other housing prior to the effective dissolution date, the church shall provide for other housing, either physically or financially. Otherwise, manse occupancy is expected to terminate on the effective dissolution date, and definitely at the end of the support period. A thorough inspection of the manse by a representative of the Session, a member of the COM

and an additional officer of the involved church must be made when the manse is vacated and prior to the departure of the Pastor. The Pastor shall be responsible for any damages to the manse beyond ordinary wear and tear. Any reimbursement for unusual damage shall be negotiated among the Session, COM representative and Pastor. If the parties cannot agree the COM will determine what is fair.

Vacation, Study Leave and Allowances: Compensation for earned, unused vacation time shall be included in the agreement. Unless the Pastor and Session agree on other terms with COM approval, the Pastor shall be paid the cash equivalent of the accrued but unused vacation at the effective date of separation. Vacation leave shall be prorated, two and one-half days per month served in the current year. Vacation leave not taken in previous years shall not be compensated.  Accrued study leave or sabbatical time is forfeited, as well as compensatory accounts associated with study leave or sabbatical work. No additional vacation, study leave, sabbatical time, or financial credit for the same, will accrue following the date of dissolution while the severance agreement is in effect. Professional expense accounts (i.e. car allowances and other perquisites) shall not be paid after the date of dissolution.

Payment of severance allowance will not be provided in a lump sum. The salary will continue on the regular schedule through the severance period.

The Congregation's share of the Pastor's pension and other benefits payments will continue to be paid by the church during the severance.

Loans/Equity Sharing: Outstanding loans and equity sharing arrangements are to be settled 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 Committee on Ministry will be consulted prior to negotiating any such agreement.

Outplacement Assistance: The Pastor may be offered personal assistance, career planning guidance and help in locating employment elsewhere. These services can be provided on an individual, group or consultative basis. These services may be offered to assist the departing Pastor with counseling required by the severance agreement.

Pastoral Contact: The Pastor is subject to the National Capital Presbytery Code of Ethics for Clergy and Other Church Professionals regarding professional contact with members of the former parish after the date of dissolution.

Approval of the Congregation: When the terms of dissolution have been negotiated, the dissolution of call and the written severance agreement must be approved at a congregational meeting. The agreement must be shared with the Congregation not later than the time of the first notice given of the congregational meeting.

Signed Agreements: The Pastor, the Clerk of Session (on behalf of the Congregation), and the COM moderator or his/her designee (on behalf of the Presbytery) will sign



agreements of the terms of dissolution including agreements not to sue.

### **Role of Committee on Ministry:**

The obligations of the Committee on Ministry are to the peace and welfare of both the Congregation and the Pastor. As such, COM will first make every effort to assist Pastors and Congregations in finding successful conflict resolutions that do not involve the dissolution of pastoral relationships. Should dissolution prove necessary, COM will be faithful to both parties in the negotiations in the following roles.

Assist with Severance Agreement Negotiations: Pastoral calls are established and dissolved by the Presbytery. COM will represent the Presbytery as a party to the negotiations. Specifically, COM will act as mediator and facilitator of negotiations.

Approval of COM: The COM must approve the severance agreement.

Pastoral Counseling and Training: The COM may recommend or require appropriate counseling, training or other services for the Pastor. Continued receipt of severance payments during the period of the severance agreement may be contingent upon demonstration to COM of good faith effort in meeting these or other stipulated requirements.

Congregational Counseling and Training: In order to restore congregational vitality and address causes underlying the dissolution of the Pastoral relationship, COM may recommend appropriate actions for the Congregation to undertake.

Administration of Severance Agreement: If necessary, financial arrangements of the Severance Agreement may be conducted through the Presbytery Office after the Pastor's departure from the church. The Congregation will make severance payments to the Presbytery at least seven days prior to the respective due dates for said payments to the former Pastor, and the Presbytery will make the respective payments to the former Pastor after receipt of payments from the church.

Authority of Presbytery and Committee on Ministry: The Presbytery and the Committee on Ministry will require that both church and Pastor fulfill obligations under the agreement, and may impose such sanctions as the Book of Order provides and as Presbytery deems appropriate. Sanctions may include, but are not limited to, withholding recommendations for future secular/ecclesiastical employment for the Pastor and refusal to allow the Congregation either to begin or to continue a search process.

### **Role of Pastor:**

Congregations that provide a severance package to Pastors with whom they have dissolved a pastoral relationship are providing a benefit to a Pastor in transition, often at financial hardship to the church. The severance gives the Pastor adequate financial protection while seeking another calling or other employment, during a time when he or

she would be ineligible for other types of assistance. Simultaneously to paying the severance package, the Congregation also must provide regular compensation to the Interim Pastor. Therefore, it is incumbent upon the Pastor covered by the severance agreement to be making every effort possible to secure a new calling or other employment.

### **NEGOTIATION PROCESS**

When a negotiated dissolution has been deemed appropriate by the COM, the following sequence shall take place:

1. The COM shall meet with the Session and explain the role of a severance, the negotiation process, and pertinent policy regarding dissolution.
2. The Session shall elect a negotiating team to represent the interests of the congregation in the severance/dissolution negotiations. The team shall consist of no more than three members with one member being a current ruling elder.
3. The pastor selects up to two individuals to accompany the pastor in the negotiations.
4. The COM trains both the Session team and the Pastor's team in the process of negotiations.
5. Session team and the Pastor select a date for negotiations to begin. The date must be approved of by the COM.
6. The negotiations take place with the COM acting as accompaniers and mediators. A COM member will sit with each party and one will work as the facilitator between the two parties.
7. Once an agreement is reached between the two parties, and approved by the COM members, the Session may follow the next appropriate steps (see "General Steps" on page 3)

### **SEPARATION ETHICS**

The use of the term "ethics" implies certain expectations which are important to consider during the often highly charged experience of the dissolution of the pastoral relationship.

Such expectations include:

- a) effective leadership;
- b) congregational health and stability;
- c) the growth of pastor and congregation in dealing with the pain and problems of separation; and

- d) the ability of the Session and congregation to move positively and effectively toward the next phase of their life together.

While these expectations apply to the conduct and responsibilities of both the pastor and the congregation regarding their separation, the pastor is the one in the primary leadership role and therefore, the one who has the responsibility for making sure that the separation is accomplished with foresight, effectiveness and in a professional manner. All parties are expected to conform to and abide by the National Capital Presbytery Code of Ethics for Clergy and Other Church Professionals

## **Responsibilities of the Departing Pastor**

### **1. To the Congregation**

The following five topics must to be communicated clearly in order to avoid confusion on the part of members in the days ahead. This communication should be accomplished by a letter addressed to the congregation spelling out clearly matters which are part of the separation; and by remarks during Sunday worship containing references to the impending separation; in addition to casual conversations and in newsletters. In all contacts with people of the congregation, it is important that the following be communicated and every effort made to have them understood:

- a) that all pastoral and professional relationships and responsibilities of the pastor with the congregation will end as of the effective date of the dissolution;
- b) that the pastor will not be involved in any way in the selection process of either the interim or the next installed pastor. Neither will he or she be involved in any way with the selection of any search team or pastor nominating committee;
- c) that the pastor, after leaving, will not become engaged in conversations with church members or staff which, in any way, offer opinions or criticism about the life of the congregation or the performance of the interim or any subsequent installed pastors;
- d) that any desire on the part of members of the congregation for the departing pastor to participate in congregational life or services should be discussed not with the departing pastor, but with the interim or subsequent installed pastor;
- e) that the departing pastor may participate in a wedding, a funeral, or a baptism of the congregation, after the date of dissolution, only by invitation of the interim pastor or installed pastor, who shall be the officiant. This applies to all services whether held in the church or in community facilities.

## 2. To Individual Members of the Congregation

Pursuant to G-2.0905 it is important that, with particular friends, it be made clear that the pastoral relationship will come to an end. This does not mean that friendships must come to an end. Friendships are priceless and are to be preserved, but there is a special responsibility on the part of the departing pastor to prevent friendships from becoming confused with the pastoral relationship. The pastoral functions of counseling, calling, conducting weddings, funerals, or baptisms are not appropriate. Neither is the rendering of opinions or judgments about the ministry of the former church or its pastor. If the former pastor receives a request to return to the congregation for a particular occasion, it is important for her or him to remind those making the request that the present pastor is the one to whom the request should be made.

In any social context where the former pastor is with friends or other members of the former congregation, it is the responsibility of the former pastor to be sure that he or she voices no criticism or evaluative comments about the new leadership of the congregation. It is recommended that the pastor sever all social media connections with members of the congregation, and that he or she not initiate new contacts with members of his or her former congregation; this is particularly important with younger members of the congregation and youth.

## 3. To the Remaining Staff and Personnel of the Church

The former pastor has a responsibility to the remaining staff and personnel of the church in the following ways: a) to prepare them for the separation that will occur; b) to encourage them to receive and welcome the interim pastor and the next installed pastor and be prepared to alter working patterns and relationships as may be needed; and c) to make clear that he or she will not be available for counsel or advice regarding the life and work of the church.

## 4. To the Interim and Subsequent Installed Pastors

The former pastor has a responsibility to the interim pastor, and to subsequent installed pastors, to insure that any requests that come to him or her for services in the former congregation be redirected by the requesters to the interim pastor or installed pastor. It is important that, when any request comes to the former pastor, she or he communicate to the current pastor that contacts have been made. There should be no pastoral functions of any kind performed by the former pastor without the prior invitation or request of the current moderator of the Session and the written approval of the Chair of the Committee on Ministry.

Should any community non-church function call the former pastor back into the community for public appearance of whatever nature, as a courtesy, the former pastor should inform the current pastor of the fact and the nature of the occasion.

## **Responsibilities of the Session**

1. To the Departing Pastor

□ Following the pastor's decision to request dissolution of the pastoral relationship, the session should give support and encouragement to the pastor in the implementation of the decision. This can be done by assisting the pastor in interpreting the meaning of the end of the pastoral relationship to the congregation, and, if need be, to the wider community. As a caring expression of closure, it is appropriate for the session to arrange for an occasion when the congregation, the community and pastor may formally say goodbye. □

2. To the Congregation □

The session will want to be sensitive to the feeling of loss experienced by members of the congregation while demonstrating through their actions the meaning of the end of the pastoral relationship. It is important that session acknowledge the congregation's need to grieve the loss, regardless of the reason for the dissolution of the pastoral relationship. □

Additional session leadership may be needed in the transition period so that worship, congregational life, and fellowship may continue. The session can help the members of the congregation by encouraging them to see this time as an opportunity for growth and change. It can be a time for listening to individuals and groups in the congregation. It can be a time for examining present life, ministry, and service, and to be open to new possibilities. It is important that the congregation be prepared for change and for new pastoral leadership.

### **Responsibilities of the Committee on Ministry**

#### To the Interim and Next Installed Pastors □

The Committee on Ministry shall review these guidelines with the interim pastor and the next installed pastor and be available for counsel should any difficulties arise regarding relationships with the former pastor.

### **CONGREGATIONAL MEETING**

The COM will appoint a neutral Moderator for the meeting.

- a. The call to the meeting is issued by Session. The Clerk of Session is to arrange for verbal announcement of the call during worship services as per the Congregation's own rule for minimum notification requirements for congregational meetings (G-1.0502). Where the Congregation customarily has more than one worship service each Sunday, the call must be announced in all worship services. In all congregations where the members customarily communicate in a language other than English, or in addition to English, the call will be issued in the language(s) in customary use by the Congregation. The Clerk of Session will need to certify to the Committee on Ministry and the Moderator of the meeting that the call has been constitutionally made.

At its own discretion the Session may also issue the call in writing, but this does not change the requirement for verbally announcing it. If the call is issued in writing, this correspondence is to be directed to those persons currently on the

active members roll only.

In a situation where a majority of the Session is unable or unwilling to issue the call to such a meeting, the presbytery acting through the Committee on Ministry shall issue the call and shall appoint the Moderator.

The announcement will make clear that this is a special meeting of the Congregation with a single item of business, and nothing else will be acted upon.

- b. The Clerk of Session will bring to the meeting a current list of the active members of the Congregation as defined in G-1.0402. In all disputes regarding the right of a member to vote, the Clerk's list will be determinative.
- c. Following the call to order and prayer, the Moderator and Clerk shall attest to the presence of a quorum of the active members as per the Congregation's bylaws. In the absence of a quorum, the Moderator will declare the meeting adjourned, close with prayer, and dismiss those attending.
- d. The motion regarding dissolution and severance will be made by a member of Session. The Moderator will explain that by a special policy of the Committee on Ministry, the motion cannot be divided so as to allow a vote on the dissolution and a separate vote on the severance agreement; neither can the motion be amended in any way.

Rationale: the severance agreement is the product of a three-way consultation and negotiation—with the Pastor, the Session, and the Presbytery. To amend it in any way is to have the Congregation vote on something which the other parties have not agreed to. The motion cannot be divided since the Pastor has agreed to terminate on the basis of this package only.

- e. In every instance where the dissolution/severance is the outcome of conflict, the vote on the motion will be taken by secret written ballot, on which will be written:
  - In favor of the dissolution with the severance agreement
  - Opposed to the dissolution with the severance agreement
  - Abstain
- f. A motion to make a divided voting result unanimous will be out of order. A motion that adds comments of any kind to the record of the meeting will be out of order.
- g. The Clerk of Session, who has functioned as the secretary of the congregational meeting, will submit the minutes for the review and signature of the Moderator. When the Clerk's signature is added, the minutes are submitted to the next Session meeting for approval.

- h. The Congregation's action becomes final upon the concurrence of the Presbytery through its Committee on Ministry,

**Appendix A**

*[Include in the actual Agreement only those provisions that are appropriate.]*

**NATIONAL CAPITAL PRESBYTERY**

**MODEL (SAMPLE) DISSOLUTION AGREEMENT**

\_\_\_\_\_ Presbyterian Church gives thanks to God for the service of Rev. (Dr.) \_\_\_\_\_ as Pastor. Mutually the Pastor, the Session of \_\_\_\_\_ Presbyterian Church and National Capital Presbytery agree that the best concern of each now is served by the dissolution of the pastoral relationship. The Rev. (Dr.) \_\_\_\_\_ and Presbyterian Church agree to request that the National Capital Presbytery dissolve the Pastoral relationship that exists between them with the following terms:

**TERMS OF DISSOLUTION:**

**I FINANCIAL TERMS:**

Salary	\$ _____
Housing	_____
Compensation for unused annual leave (up to one (1) year)	_____
Provision for repayment of any loans	_____
Other provisions: _____	_____
Other provisions: _____	_____
Other provisions: _____	_____
Other provisions: _____	_____
<b>TOTAL FINANCIAL PACKAGE:</b>	<b>\$ _____</b>

**Pension dues will be paid on all severance payments**

Severance payments will be made:

- \_\_\_\_\_ Through the church payroll service
- \_\_\_\_\_ Monthly through the Presbytery Office

**II LOGISTICAL ARRANGEMENTS:**

Effective date pastoral duties will terminate	/ / _____
Date pastor will return all church property and vacate church office	/ / _____
Date pastor and family will vacate the church manse	/ / _____

**III OTHER TERMS:**

A. 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 Severance Agreement, in matters that pertain to



his/her ministry in the Congregation, and/or the negotiations that have led up to this agreement.

- B. All unaccrued financial payments to the Pastor shall cease at the date, before the end of financial payments under this agreement, the Pastor accepts another position for full-time employment or shall be adjusted if the Pastor accepts a part-time position.
- C. All parties agree to conform to and abide by the National Capital Presbytery Code of Ethics for Clergy and Other Church Professionals and understand that repeated violation of the Code shall result in forfeiture of financial payments under this Separation Agreement, in accordance with the National Capital Presbytery "Policy for the Dissolution of Pastoral Relationships."
- D. No later than the end of the second month of this Agreement, the Pastor will participate in a Professional Assessment, the cost of which will be shared equally among the Pastor, Congregation and Presbytery, with follow up as required. Failure to meet these expectations will result in forfeiture of all unpaid financial payments under the Severance Agreement.

It is understood that this Severance Agreement is a final disposition of all matters between the Pastor 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.

APPROVED BY:

Pastor <i>(upon conclusion of negotiations)</i>	Date	Clerk of Session <i>(upon approval of Session)</i>	Date
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Moderator or Clerk of Congregational Meeting <i>(upon approval of congregation)</i>	Date	Chair of COM (or his/her Designee) <i>(upon approval of COM)</i>	Date
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Copies of final, signed document to: Pastor, Clerk of Session, General Presbyter, NCP Stated Clerk, Chair of Committee on Ministry