

Policies and Procedures for Dissolution of Pastoral Relationships

BASIC PRINCIPLES

1. These are the adopted policies and procedures of the Presbytery of Des Moines. As such, they will be followed in all cases of the dissolution of the relationship between a pastor and congregation.
2. All conditions for separation are compatible with the *Book of Order*.
3. All congregations are expected to have an active Personnel Committee or its equivalent. The Professional Care and Development Committee is a resource for the formation and operation of such committees and stands to assist any Personnel Committee or Session in personnel matters.
4. All matters regarding separation or termination of a pastor shall be documented in writing by the Session with copies to the Congregational Care and Development (CCD) and the Professional Care and Development (PCD) committees. In addition, all costs (including benefits) need to be cited. The basic form to be used for this is included at the end of these policies.
5. The separation process shall be considered incomplete until the **Congregation** and the **Presbytery** vote on the dissolution of the call and any severance terms.
6. All separation agreements shall be preceded by an appropriate process of **review, evaluation, and conflict resolution**. The process of review can be initiated by writing to the Moderator of the Congregational Care and Development Committee, the Moderator of the Professional Care and Development Committee, or the General Presbyter/Stated Clerk of the Presbytery by either the Minister or the Session.
7. All costs related to the termination and separation process will be decided at the beginning of the process.
8. 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 the Presbytery.

PARAMETERS FOR SEPARATION

Separations are either voluntary or non-voluntary (forced).

RESIGNATION/REQUEST FOR DISSOLUTION

Voluntary separation may take place after written notice to the Session, the vote of the congregation, and the vote of the Presbytery. Resigning clergy will be paid the cash equivalent of their unused earned annual vacation at the official date of separation. After giving notice of resignation, the pastor shall make arrangements to leave the position as soon as possible. As a general rule, the pastor needs to leave the situation within 30-60 days. An exception to this may occur in cases of retirement with shall be negotiated with the Congregational Care and Development Committee and the Professional Care and Development Committee. If the Pastor is leaving a position and not moving to another call or position, continuation of salary and benefits may be negotiated with the Session and the Congregation Care and

Development and Professional Care and Development committees. In no cases shall salary and any benefits continue beyond six months following the date of dissolution.

Most of the following reasons appear in the *Book of Order* for voluntary separation.

- a) Pastor decides that he/she has done all that can be done and finds another call (G-14.0611).
- b) Pastor chooses to lay aside ordination or ask for release from ordained office (G-6.0600a).
- c) Pastor may renounce jurisdiction because of theological or relational differences with the Presbytery or denomination (G-6.0701).
- d) Minister joins another denomination (G-11.0416). This may also happen in conjunction with renunciation.
- e) Minister may choose to become inactive and is removed from the roll of the Presbytery (G-11.0416; G-11.0406c).
- f) Minister is honorably retired (G-11.0412).
- g) “Personal Reasons” rather than a specific reason.

REDUCTION IN WORK FORCE

Separation because of elimination of a position, retrenchment in budget, or for other circumstances arising out of no fault of the Pastor, is at the discretion of the Session and the congregation with the approval of the Presbytery. Written notice will come to the Congregational Care and Development (CCD) and the Professional Care and Development (PCD) committees from the Session after consultation with the Pastor. Six months’ notice or pay in lieu of notice will be given. The Pastor will also be paid the cash equivalent or any unused earned annual leave.

In such cases the Session and the Congregational Care and Development (CCD) and Professional Care and Development (PCD) committees in consultation with the Pastor need to be sensitive to issues of placement, housing and the physical needs of the minister and family. This may call for other items to be included in the settlement.

SEPARATION FOR CAUSE

Separation for cause shall include, but is not limited to:

- Unsatisfactory performance
- Abuse or misconduct
- Insubordination
- Neglect in the care and use of church property or funds
- Conduct inconsistent with Presbytery standards or ordination vows

The *Book of Order* identifies separation for cause in the following manner:

- a) When requested by a congregation and approved by the Presbytery (G-14.0612).

- b) Forced termination may lead to a minister asking for release from ordained office (G-11.0600a); when no inquiry has been initiated.
- c) Separation for cause may lead to another call (G-14.0500). It may be a call to another denomination (G-11.0411).
- d) Dissolution of a relationship in other service (other governing bodies or agencies) of this denomination shall be reported to the Presbytery (G-11.0410).
- e) If a new call is not forthcoming, a minister may become inactive and may even be removed from the roll of the Presbytery (G-11.0415; G-11.0406c).
- f) When the minister is involved in a judicial process, the minister may renounce jurisdiction (G-6.0700; D-3.0105). This rules out the possibility of appeals (See decision of the General Assembly Permanent Judicial Commission, reported in the Minutes of the General Assembly, 1985, Page 118) and effectively terminates the existing call.

Separation for cause must be clearly documented and thoroughly substantiated. All meetings, conversations and agreements in this process must be documented in written form and placed in both the church and minister's file in the Presbytery Office.

In dealing with performance issues, the Session shall address these in a performance review. During the Annual Review of compensations (G-10.0102n), if a situation arises that raises serious performance issues, a performance review should be held. As the issues are raised and a plan of action to deal with them is developed, plans should be developed to evaluate the progress in dealing with the issues three months from the beginning of the plan. The Session is to send any unsatisfactory performance reports to the minister and the Congregational Care and Development (CCD) and Professional Care and Development (PCD) committees.

If a local session or pastor needs assistance in developing and implementing a process for evaluation and review, the Professional Care and Development Committee can be contacted. The Congregational Care and Development and Professional Care and Development committees are available for consultation and counsel in conflict situations. **Only after reasonable attempts at resolution in good faith have failed shall termination negotiations begin.**

After consultation with the Pastor and the Congregational Care and Development (CCD) and Professional Care and Development (CCD) committees, the Session shall put in writing the reason for separation, the financial situation and overall health of the congregation, and note the specific circumstances of the Pastor and a request for either the Congregational Care and Development Committee or the Professional Care and Development Committee to provide any needed assistance in the negotiation of a separation agreement. The Congregational Care and Development and Professional Care and Development committees, in consultation with the Session, can then negotiate the specifics of the separation agreement. The salary and benefit continuation may be negotiated and the cash equivalent of all unused earned annual vacation is figured as of the date of separation. Study or sabbatical leave is generally not granted as part of a severance agreement. The status of Pastor Emeritus will not be granted to a pastor terminated for cause.

Items that are negotiable in the terms for dissolution are:

- Length of time for continuation of salary and benefits – no longer than six months.
- Amount of salary.
- Benefits to be continued – auto/mileage will not normally be continued
- Date of vacation of manse (if one is provided).

No other items will be considered negotiable.

There may be situations other than those listed above which do not call for lengthy terms for dissolution. In such cases, as little as one month continuation of salary and benefits may be granted.

PROCESS FOR TERMINATION/DISSOLUTION

- a) The Session or Pastor communicates in writing to the Congregation Care and Development (CCD) or the Professional Care and Development (PCD) committees the need for assistance in resolving a conflict or dissatisfaction, or evaluating an unsatisfactory performance review.
- b) Congregational Care and Development and Professional Care and Development Committees will respond with the appropriate resource persons and the liaison to meet with all parties to bring about resolution and inform all of the parties of the Presbytery's policy on termination and separation.
- c) The Session, Pastor and representatives of the Congregation Care and Development (CCD) and Professional Care and Development (PCD) committees negotiate, approve and sign the written severance agreement that has been negotiated.
- d) The Congregational Care and Development and Professional Care and Development committees approve the written severance agreement.
- e) Copies of the written severance agreement are made available to members of the congregation no later than the date of the first call for the congregational meeting at which the dissolution of the call and the written severance is to be considered.
- f) The congregation votes on the dissolution of the call and the written severance agreement. This meeting of the congregation is to be moderated by a member of the Presbytery appointed by the Congregational Care and Development Committee.
- g) The Presbytery approves the dissolution and the written severance agreement. The agreement is not effective until the Presbytery has voted to approve the agreement.

The severance/termination agreement shall contain at least the following items:

1. Identification of the parties – Name of Pastor, Church and Presbytery.
2. The specific reason(s) for separation/termination.

3. All financial agreements, including but not limited to:
 - Salary continuation
 - Benefits continuation
 - Loan repayment or shared equity agreement (where applicable)
 - Manse use (where applicable) – normally not to exceed length of salary continuation or maximum of two months, whichever is shorter.
 - Compensation for unused earned annual leave/vacation, provision for use of office, equipment, etc. – not to exceed 30 days after date of termination.
 - Terms and time limits on physical presence – not to exceed 30 days after date of termination.
4. The agreement shall specify that if a pastor finds full-time employment prior to the end of the term of the agreement, the church's financial obligations end as of the date of said full-time employment begins. Part-time employment will result in appropriate prorated adjustments in financial payments.
5. A clause that releases each party from legal action unless the agreement is not fulfilled.
6. A statement regarding the limited liability of the Presbytery. For example, how the Presbytery will participate and to what extent. Any financial decisions in which the Presbytery is involved and which have impact beyond existing budget limitations or might impact future budget considerations require prior consultation with the Budget and Finance Committee for clarification and review. Or, the Presbytery will not participate and the Session and congregation are totally liable for the agreement.
7. A statement of the specific amounts to be paid of a lump sum payment is desired by either or both parties.
8. Date and signature of all the parties – the Session/congregation, the Pastor, and the Presbytery.

The statement will be in the Minutes of the Presbytery, the Pastor's file and the church's file.

Financial arrangements will be conducted through the Presbytery Office after the Pastor's departure from the church. The church will make severance payments to the Presbytery at least seven days prior to the respective due dates for the payments to the former pastor. The Presbytery will make the respective payments to the former pastor after receipt of payments from the church. Any financial commitments the former pastor has to the church will be handled in the same manner. This is to prevent unnecessary contact between the former pastor and the church.

EFFECTIVE DATE OF POLICIES

Upon a vote of approval by the Presbytery of Des Moines of these Policies and Procedures, the Policies go into affect and supersede any previous policies or actions of the Presbytery. No other Policies or Procedures or actions shall serve as precedents for termination or dissolution agreements.

AN AGREEMENT FOR TERMINATION AND SEPARATION

TERMS OF DISSOLUTION BETWEEN

THE REV. _____
(Name of Person)

AND

(Name of Church)

(Address/Location of Church)

We, the members of the _____ Session agree to request
(Name of Church)

dissolution of the pastoral relationship with the Rev. _____ for the
(Name of Person)

following reasons and on the following terms:

1. List the reason(s) for the dissolution:

2. List the terms:
 - a. Amount of salary to be paid
 - b. Housing arrangements
 - c. Vacation to be paid
 - d. Pension/Medical to be paid
 - e. Repayment of loans
 - f. Any special financial arrangements made and whether to be paid in a lump sum or over a period of time.
3. Spell out the time and date of separation:
 - a. The relationship will end on a date set by the congregation and approved by the Presbytery on _____.
(Date)
 - b. Date set for the congregational meeting.

c. Date for Presbytery action and completion of the separation agreement.

4. Other terms to be spelled out:

- a. Waiver for right to pursue legal action unless this agreement is not completed.
- b. It is understood that all salary and benefits for the Rev. _____
(Name of Person)
 will be discontinued at any time before _____ should he/she
(payoff date)
 receive another call to a full-time employment position.
- c. Salary and benefits will be reduced by the amount of any salary or wages gained from regular employment during the time between _____ and _____.
(date of dissolution) (payoff date)
 Not included in regular employment are pulpit supply, honorariums, expense reimbursement or other occasional employment.
- d. Any other terms that may be required.

We the undersigned have negotiated this agreement in good faith and have every intention of being faithful in fulfilling it.

Approved by the Session on _____ of
(Date)

(Name of Church)

(Address/Location of Church)

(Moderator of Session)

(Clerk of Session)

(Other members of Session)

(Other members of Session)

(Minister)

(Congregational Care and Development Committee Representative)

(Professional Care and Development Committee Representative)

(Date Approved by congregation)

(Date Approved by Congregational Care & Development)

(Date Approved by Presbytery)

(Date Approved by Professional Care & Development)

(Today's Date)

Copies to: General Presbyter
 Moderator of Congregational Care and Development Committee

Moderator of Professional Care and Development Committee
Clerk of Session
The Minister