

## APPENDIX K

### THE PRESBYTERY OF PHILADELPHIA

#### DISSOLUTION OF PASTORAL RELATIONSHIPS POLICY

##### I. Purpose

The purpose of this document is to establish the process in the Presbytery of Philadelphia for the dissolution of installed pastoral relationships [Pastor/ Associate Pastor or Designated Pastor/ Associate Pastor.] While procedures are controlled by the Book of Order, latitude is given to the presbyteries for the specific agreements that make dissolution of pastoral relationships feasible. Most dissolutions of pastoral relationships occur so that a minister may accept another call or be honorably retired. However, even in these cases, carefully following these processes and using a dissolution agreement to cover related matters (such as an ending date, unused vacation, medical coverage for a bridge period, and/or resolution of outstanding loans, etc.) help to effect pastoral transitions without misunderstanding or conflict.

While dissolution of pastoral relationships may be the result of attempts to resolve conflict, this document sets forth the policy of the Presbytery of Philadelphia for dissolution and severance agreements which shall be adhered to in all circumstances. It is, by intention, not punitive. The Presbyterian Church (U.S.A.) is a connectional system in which the presbytery, congregation/session, and minister are all party to the pastoral relationship. We covenant to care for one another. If conflict does arise, all possible steps to resolve the conflict should be taken. Should dissolution of a pastoral relationship be unavoidable or preferable, dissolution and severance agreements for ministers not moving immediately to a new call are a bridge from one call to another in a vocation where mobility is limited.

##### II. The Book of Order

The relevant section of the Book of Order is found in G-14.0611-13:

“The pastoral relationship between a pastor, associate pastor, and a church may be dissolved only by presbytery. Whether the minister or the church or the presbytery initiates proceedings for a dissolution of the relationship, there shall always be a meeting of the congregation to consider the matter and to request, or consent, or decline to consent to dissolution, as provided in G-7.0304a(3).

“The minister may request the presbytery to dissolve the pastoral relationship. The minister 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. The presbytery may grant authority to its Committee on Ministry to dissolve the pastoral relationship and to inform the presbytery in cases in which the congregation and the pastor

concur. If the congregation does not concur, the presbytery shall hear from the church, through the congregation's elected commissioners, the reasons why the presbytery should not dissolve the pastoral relationship. If the church fails to appear, or if its reasons for retaining the relationship are judged insufficient, the request of the minister may be granted and the pastoral relationship dissolved.

“If any church desires the pastoral relationship to be dissolved, a similar procedure shall be observed. A congregation, after a duly called congregational meeting, may request presbytery to dissolve its relationship with its pastor. The pastor shall moderate the congregational meeting (in accordance with G-7.0306) unless he or she deems it to be impractical. The presbytery may grant authority to its Committee on Ministry to dissolve the relationship and to inform the presbytery in cases in which the pastor and the congregation concur. If the pastor does not concur, the presbytery shall hear 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.

“The presbytery, through its Committee on Ministry or an administrative commission, may inquire into reported difficulties in a congregation and may dissolve the pastoral relationship if, after consultation with the minister, the session, and the congregation [G-7.0304a(3)], it finds the church's mission under the Word imperatively demands it.”

### III. The Process for Dissolution

The need for the dissolution of a pastoral relationship arises for a variety of reasons and thus financial arrangements vary. The goal in each case is fairness to all parties.

- A. When the minister seeks dissolution the minister shall advise the Committee on Ministry of the Presbytery of this intention (through its co-chairs, area moderator, or the Associate Executive for Pastoral Ministry) and seek their counsel as to process and conditions affecting dissolution *before* advising the Session of the intent to leave.
  1. If, after consultation with the Committee on Ministry, the minister remains intent upon seeking dissolution of the pastoral relationship, then a formal request shall be made in writing to the Committee on Ministry prior to any announcement to the Session or congregation.
  2. The minister is directed under this policy to agree that concerns or questions of breach of any severance agreement will be pursued with the Committee on Ministry first, and only afterwards, if not satisfied, consider the filing of allegations under the Rules of Discipline.

B. When the congregation seeks dissolution:

1. For a “reduction in force”, that is, dissolution as the result of the elimination of a pastoral position for any circumstance due to no fault of the minister.  
When the Session considers recommending the elimination of the position or significantly changing its direction, it shall first notify the Committee on Ministry through the Co-chair or its area-moderator.
2. As a result of conflict with the minister  
The Session shall immediately seek the guidance of the Committee on Ministry through the Co-Chair or its area-moderator, and after attempts are made to resolve the conflict, if dissolution is to be the result, then a formal request shall be made in writing to the Committee on Ministry.
3. For cause:  
Separation for cause may be sought for the following reasons:
  - a. Documented unsatisfactory performance of the pastor
  - b. Abuse or misconduct
  - c. Neglect or abuse of congregational property or funds
  - d. Violations of ordination vows or presbytery standardsThis is not an exhaustive list, however. If other reasons emerge in the Session’s consideration such that they are convinced the continued pastoral relationship will either harm the congregation’s ministry or prevent its thriving, they shall seek the counsel of the Committee on Ministry.
4. The Committee on Ministry is prepared to assist and support ministers and sessions in addressing these issues with training and/or counsel and/or intervention. Only after all reasonable efforts have failed to reach resolution shall termination negotiations begin. Appropriate processes of personnel evaluation and review shall be followed. In cases of separation for cause, documentation shall be substantiated thoroughly.
5. The Session agrees that it will pursue concerns or questions of breach of the severance agreement with the Committee on Ministry first, and only afterwards if not satisfied, consider the filing of allegations under the Book of Order.

C. When the Presbytery seeks dissolution:

1. When conflicts become a matter of Presbytery concern, first the Committee on Ministry shall seek reconciliation. If the Committee on Ministry is unable to settle the difficulties, it may recommend to Presbytery that an Administrative Commission be formed according to G-9.0502-03 and, if appropriate to assume “original jurisdiction” according to G-11.0103s.

2. If there is an urgent need for dissolution, the Committee on Ministry may recommend to Presbytery an immediate separation (leave of absence or dissolution; see G.-11.0103o). In all such instances, the minister is to be interviewed by the Committee on Ministry and is to be given the opportunity to present her or his case before the Presbytery votes on the dissolution. The minister shall be informed at least eight days in advance of any recommendation or meeting that would consider dissolution or leave of absence.
  3. In cases of sexual misconduct, the Book of Order and the ethical Guidelines of the Presbytery shall be followed.
- D. As part of the Dissolution process, the Committee on Ministry shall be fully involved.
1. The Session, or a committee designated by the Session for this purpose, shall negotiate a dissolution agreement with the minister in accordance with this policy, and submit it in full to the Committee on Ministry for approval at the time of recommendation of dissolution of the pastoral relationship.
  2. Upon notification of the approval of the proposed agreement by the full Committee on Ministry, the Session shall call a congregational meeting for the purpose of acting on the dissolution request and the severance agreement as agreed upon by both Session and Minister. Should either the minister or the congregation not approve the dissolution and/or the severance agreement, the Committee on Ministry shall refer the whole matter to the Presbytery with recommendations for resolution.
  3. A copy of the full proposed dissolution agreement shall be available to members of the congregation no later than the date of the first call for the congregational meeting.
  4. The minister shall not moderate the congregational meeting. If the minister is the pastor of the church, in consultation with the Committee on Ministry, the minister shall seek a minister of the Presbytery to moderate in accord with G-7.0306.
  5. After thorough presentation of the reasons for the recommendation, the congregation shall vote on the dissolution and severance agreement together unless a member calls for a division of the motion.

6. If the minister and congregation agree as to the dissolution and the severance agreement, then the Committee on Ministry may dissolve the relationship on behalf of the Presbytery reporting their action to the next stated meeting of the Presbytery. If they do not agree, the entire matter will be presented to the Presbytery with the Committee's recommendation on how to proceed.

#### IV. The Dissolution [Severance] Agreement

Dissolution [a.k.a. severance] agreements set the terms for the dissolution [a.k.a. termination] of the pastoral relationship covering the end date, unused vacation pay, interim medical coverage, resolution of loans and all like matters. Settling these issues clearly and documenting the arrangements in writing help to avoid possible misunderstanding and unnecessary conflict. Severance agreements for ministers who are not responding to a new call or retiring are a bridge in a vocation where mobility is limited. This should be seen and negotiated in a non-punitive manner.

The terms of dissolution shall be set forth in a written agreement, negotiated in full consultation with the Committee on Ministry, agreed by the congregation in a called meeting designated for this purpose, and signed by the minister, the Clerk of the congregational meeting, the Clerk of the Session, the Co-Moderator of the Committee on Ministry and the Stated Clerk of the Presbytery. Each signs after the body they represent approves. In determining the specific terms of the severance, consideration shall be given to the reason[s] for the dissolution, the financial resources of the congregation and the minister's circumstances. The agreement must include an effective date of dissolution.

1. Salary and housing:
  - a. In dismissal for cause, there shall be no continuation of salary, housing allowance or use of manse beyond the date of dissolution. In an emergency
    - a. with 4/5ths of Session and the COM agreeing, the use of the manse *may* be extended up to two weeks.
  - b. In a reduction in force, six months notice or continuation of salary, and housing allowance or use of the manse shall ordinarily be granted. If a minister has served a congregation for at least 10 years, up to 12 months may be considered.
  - c. In matters of conflict, the parties may negotiate continuation of salary and housing allowance. Use of the manse shall be included in this negotiation if appropriate.
  - d. Occasionally a minister and congregation wish to allow the minister to remain in the manse significantly beyond the dissolution date. It is unwise and runs counter to the spirit of the Covenant of Closure for a Departing Pastor to remain in close proximity to the church and congregation, and ordinarily this will not be permitted. Any such requests must be made in writing to the Committee on Ministry, with reasons cited for granting the exception. The COM will carefully review the request and its likely impact on

the congregation. If in its wisdom COM approves the request, a clear written agreement about appropriate rent, payment of utilities, and a date certain for vacating, and any appropriate restrictions, shall be signed by all parties (Session, Minister, and COM).

- e. In all cases the following limits shall be observed, except for a reduction in force:
  - i. no more than one month for each full year served shall be negotiated,
  - ii. except that for a minister who has served a congregation for at least 10 years one year (12 months) continuation of salary and housing may be considered;
  - iii. or, in cases where there is a manse, cash may be substituted at up to 40% of salary (30% according to the Board of Pensions' rate for value of the manse and 10% for utilities and maintenance.
2. Ordinarily Pension/Medical payments to the Presbyterian Church Board of Pensions shall be made in addition to the continuation of cash salary and housing. Should another provision be in effect at the time of the dissolution, that payment may continue for the time of the continuation of salary.
3. "Unused vacation shall be paid regardless of the reason for dissolution. Vacation shall be pro-rated at 2 1/2 days per month or in accordance with terms of call, whichever is greater. Vacation not taken in previous years shall not be compensated." Less than half-time positions that do not have pension/medical payments shall not have pension/medical payments as part of a negotiated severance.
4. Study, Sick, Family and Sabbatical Leaves shall not be compensated regardless of the reason for the dissolution, nor shall time be granted for any of these situations.
5. Professional allowances for expenses after the dissolution date are not to be reimbursed.
6. Loans/Equity Sharing arrangements are to be settled in accordance with the original agreement. Such loans are part of the Terms of Call for the pastoral relationship and any forgiveness of such loans, unless provided in the original loan agreement, is a change in the Terms of Call and must be approved by the congregation and the Presbytery. The Committee on Ministry shall be consulted prior to any presentation to the congregation.
7. When a minister finds full-time employment prior to the end of the severance agreement, the church's financial obligations cease on the start of the new employment. When a minister accepts part-time employment, severance payments shall be reduced by the amount of the remuneration received. The minister shall report all changes in employment status to the Committee on Ministry.

8. Supply preaching [preaching in a single congregation fewer than three consecutive Sundays] as well as participation in weddings and funerals shall not be deducted from any severance agreement.
9. The departing minister shall abide by all Book of Order and Ethical Standards applying to former pastors in a congregation.
10. Lump sum payments for salary and housing are not permitted. Payments are to be made monthly or semi-monthly as agreed to in the severance agreement. Any tax withholding shall be done in the manner it was done prior to the dissolution, unless arranged differently prior to the dissolution.
11. In cases other than honorary retirement, the acceptance of a new call or reduction in force, the minister and the Committee on Ministry together shall determine if the minister should meet with a counselor, to be paid for by the minister or through the Board of Pensions, or if other participation in a program approved by the Committee on Ministry is in order [such as a Career Development Center] which cost may be shared equally by the Committee on Ministry and the minister. Failure to meet with the Committee on Ministry before the beginning of the third month of severance or to abide by the determination made by the beginning of the fourth month of severance shall result in the forfeiture of all remaining severance payments.
12. Pastor Emeritus/Emerita status shall not be granted in cases of termination for cause or misconduct.

MODEL DISSOLUTION AGREEMENT  
TERMS OF DISSOLUTION  
Presbytery of Philadelphia

The Rev. \_\_\_\_\_

and the \_\_\_\_\_ Presbyterian Church  
have agreed to request the Presbytery of Philadelphia to dissolve the [Pastor, Associate Pastor,  
Designated Pastor or Designated Associate Pastor] relationship with the following terms:

1. Dates:

A. Effective date of Dissolution: \_\_\_\_\_

B. Effective date of termination of duties [if different from above]: \_\_\_\_\_

C. Date minister & family will vacate manse: \_\_\_\_\_

2. Severance pay, if appropriate, shall be provided as follows:

A. Salary \$ \_\_\_\_\_

B. Housing \$ \_\_\_\_\_

C. Other \$ \_\_\_\_\_

E. Full Pension/Medical for severance period [or: payment to  
\_\_\_\_\_]

3. Other Terms:

A. Unused vacation pay in lieu of time: \$ \_\_\_\_\_

B. Other provisions: \_\_\_\_\_

C. How loans will be repaid: \_\_\_\_\_

4. The minister, agreeing to this severance package, covenants and agrees that he/she waives all rights to demand and/or secure a civil suit and/or jury trial with respect to adjudication of matters contained in this severance agreement, in matters that pertain to his/her ministry in the Presbyterian Church (U.S.A.) or the negotiations that have led to this agreement. Should the minister still seek to file a suit in the civil courts for any reason, they are in danger of having the Presbytery of Philadelphia determine he/she has renounced the jurisdiction of the Church [see Book of Order G-6.0700].

5. All payments to the minister shall cease at the end date of the agreement, or before the end date if the minister accepts full time employment or upon determination of renunciation of jurisdiction. Payments shall be reduced by the amount of part-time employment until the end date of the severance agreement. Supply preaching [preaching in any congregation not longer than three consecutive Sundays] as well as participation in weddings and funerals is not subject to severance adjustment.
6. All parties agree to abide by the Ethical Guidelines of the Presbytery of Philadelphia and the Book of Order. Further, they understand that all remaining severance payments shall be forfeited by the minister if these Guidelines or the Book of Order are determined to have been violated.

**The Minister:** \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

**For the Session:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Printed name:** \_\_\_\_\_

**Meeting on:** \_\_\_\_\_

**For the Congregation:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Printed name:** \_\_\_\_\_

**Meeting on:** \_\_\_\_\_

**For the Committee on Ministry:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Printed name:** \_\_\_\_\_

**Meeting on:** \_\_\_\_\_

**For the Presbytery of Philadelphia:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Printed name:** \_\_\_\_\_

**Meeting on:** \_\_\_\_\_