

Denver COM (Denver Presbytery) Guidelines for Dissolution of Church Employment

APPROVED by COM 8/4/2014

Under the best of conditions it is difficult to end a relationship, a ministry or a mission. Dissolution of the pastoral relationship is an occasion when COM members and presbytery staff may experience the most pain, hurt and potential for destructive behavior. In the PCUSA we are experiencing a growing number of terminations of pastoral and support staff relationships. Terminations involve separation and severance agreements that often are the result of intense conflicts, a change in ministry, or direction of mission. Thus it is important for Denver COM (Denver presbytery) to have a procedure for dealing with such terminations and separations. (G-2.09) 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-2.0901).

When a relationship must be dissolved

It is helpful if at the beginning of negotiations that there is a clear understanding of the part that each player has in the process. COM is responsible for making sure that the conditions for separation are compatible with the *Book of Order* and the Denver COM (Denver Presbytery) Guidelines for Dissolution of Church Employment. COM may play a variety of roles during this process. COM needs to pay special attention to the care of the pastor, the pastor's family, and the congregation while being a voice for justice, fairness and healing for all parties. There are at least three parties in each separation agreement: the presbytery, the pastor and the session/congregation. The COM assists the pastor and the session as a separation agreement is negotiated. The congregation and the COM per presbytery by-laws must approve the separation agreement.

Principles for dissolution

- All conditions for separation shall be compatible with the provisions of the Book of Order and Denver COM (Denver Presbytery) Guidelines for Disillusion of Church Employment.
- All matters regarding separation of a pastor shall be documented in writing by the Session with copies to the Committee on Ministry. In addition all costs (including benefits) need to be cited. (See example of a Separation/Termination agreement at the end of these guidelines.)
- The separation process shall be considered incomplete until the congregation and the presbytery vote on the dissolution of the call and any separation terms.
- All separation agreements shall be preceded by an appropriate process of review, evaluation, or conflict resolution. The process of review shall be initiated in writing to the Moderator of COM, Stated Clerk or the Presbytery Pastor of the presbytery by either the pastor or the Session.
- Before any separation agreements are final and binding, it shall have the Committee on Ministry approval.
- The termination policy and agreement are to be written so that the parties involved will waive any further right to sue or take legal action related to the separation agreement unless the agreement is not fulfilled and then such action shall take place only before the appropriate judicial commission. (See model at end of these guidelines.)
- Once the presbytery has taken its action all agreements are final. The COM will be responsible for interpreting and monitoring the completion of the agreements made. No further negotiations, changes in the agreement or alterations may be made after the vote of COM per the Presbytery Bylaws unless the COM approves them.
- Care for the individuals, congregation and presbytery needs to be expressed not only in the technical sense but also in ways that will demonstrate mutual respect and trust for each other.

G-2.09-2 Request by Minister

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.

Parameters for separation

Separations are either **voluntary** or **nonvoluntary (forced)**. *The Book of Order* identifies a number of types or reasons for separation which can be helpful in determining the direction of the separation and the format for the agreement.

Voluntary dissolution Resignation

Voluntary separation may take place after written notice to the Session, the vote of the congregation, and the vote of the COM per the Presbytery by-laws. Ministers seeking to dissolve their relationships with their congregation will be paid the cash equivalent of their unused earned annual vacation at the official date of separation. Separation allowance is not required nor recommended. After giving notice of intent of dissolution, the pastor should make arrangements to leave the position as soon as possible. As a general rule the pastor needs to leave the position within 30-60 days (an exception to this may be in cases of retirement which needs to be negotiated with COM). Most of the following reasons appear in the *Book of Order* for voluntary separation:

- Pastor accepts another call (G-2.09).
- Pastor chooses to lay aside ordination/ask for release from ordained office (G-2.0505).
- Pastor may renounce jurisdiction because of theological or relational differences with our denomination (G-2.0509).
- Minister joins another denomination (G-2.0509) This may also happen in conjunction with renunciation.
- Minister may choose to become inactive and is removed (G-2.0508) from the roll of presbytery.
- Minister is honorably retired. (G-2.0503c)

Involuntary dissolution Reduction in work force

Separation because of the 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 COM from the Session after consultation with the Pastor. The Pastor will also be paid the cash equivalent of any unused vacation. In such cases the Session and COM in consultation with the pastor need to be sensitive to issues of placement, housing and the physical needs of the minister and family. It may be appropriate for the Congregation to provide a separation package which must be approved by the COM and Pastor and documented on the written Separation/Termination Agreement. This may call for other items to be included in the settlement such as the use of the manse or the repayment of a shared equity agreement. COM is encouraged to make sure that the agreement meets the current standards for such cases in the state of Colorado.

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:*

- *When requested by a congregation and approved by the presbytery (G-14.0612).*
- *Forced termination may lead to a minister asking for release from ordained office (G-6.0600; when no inquiry has been initiated D-7.0200, 7.0800).*
- *Separation for cause may lead to another call (G-14.0501, G-14.0511.) It may be a call to another denomination (see G-11.0411).*
- *Dissolution of a relationship in other service of this church shall be reported to the presbytery (G-11.0410).*
- *If a new call is not forthcoming, a minister may become inactive and even be removed from the roll of presbytery. (G-11.0415; G-11.0406c; G-6.0600).*
- *When the minister is involved in a judicial process the minister may be temporarily or permanently excluded from office or membership. This results in the dissolution of the call. (D-12.0104, D-12.0105)*
- *When the minister is involved in a judicial process the minister may renounce jurisdiction (D-5.0300, G-6.0700). This rules out possibility of appeals and terminates the existing call.*
- *When the Presbytery finds that the church's mission under the Word imperatively demands it. (G-11. 01030) "*

Separation for cause must be clearly documented and thoroughly substantiated. It is extremely important that the guidelines for separation with cause are followed in a consistent manner. All meetings, conversations and agreements in this process need to be documented in a written form and kept at the presbytery office.

The termination process includes the following steps:

- The session or pastor communicates in writing to COM the need for assistance in resolving a conflict, dissatisfaction, or evaluating an unsatisfactory performance review.
- COM 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 Denver COM (Denver Presbytery) Guidelines on Disillusionment of Church Employment.
- The session, pastor and COM negotiate, approve and sign a written separation agreement negotiated.
- COM approves the written separation agreement.
- Copies of the written separation agreement are encouraged to be 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 separation are to be considered, if at all possible.
- The congregation votes on the dissolution of the call and the written separation agreement. This is most easily done in two separate motions. This meeting of the congregation is to be moderated by a member of the presbytery appointed by COM.
- The Presbytery approves the dissolution and the written separation agreement. The agreement is not effective until the COM has voted to approve the agreement per the Presbytery by-laws.
- If anyone of the parties refuses to sign the agreement the issue shall be referred to the whole Presbytery for final action.

The separation/termination agreement should contain the following items: (others may be added depending upon the situation.)

- Identification of the parties (name of pastor, church and presbytery)
- The specific reason(s) for separation / termination
- The dates for:
 - end of ministry responsibilities
 - termination of call
 - final compensation and benefit payments
 - vacating of office/manse

All financial agreements including but not limited to:

- salary continuation,
- benefits continuation,
- loan or credit card repayment/reimbursement or shared equity arrangement (where applicable),
- manse use (where applicable)
- compensation for unused earned annual leave (vacation),
- provision for use/disposition of office, equipment, books, etc.
- *Note: It is important to determine if the pastor or church will retain items such as computers, software, electronic files, furniture, books or other property items. Similarly, if there are credit cards, subscriptions or memberships held in the pastor's name but provided by the church, these need to be reconciled and appropriate address changes made. If the pastor is engaged in the administration of social media (website, Facebook or Twitter accounts, etc.) transfer/termination of these responsibilities should be clearly spelled out. Furthermore, the pastor and his/her family are expected to disengage themselves from church-based social media. Terms for disengagement should be included in the separation agreement.*
- terms and time limits on physical presence
- Personal days, moving expenses, sabbatical leave time and funds, and continuing education leave and funds shall NOT be included in a termination agreement.

The agreement shall specify how or if the termination package will be affected by employment full or part time.

- Ordinarily the benefits and the termination package cease at the point the pastor is employed or called to a position comparable (full-time to full time or part time to part time) to the position he/she just left.
- A clause that releases each party from legal action unless the agreement is not fulfilled, and then only through the Courts of the PC (USA).
- A statement regarding the limited liability of the presbytery. For example, whether the presbytery will participate in the agreement and to what extent.
- If it is wise to prevent unnecessary contact between the former pastor and the church, financial arrangements be conducted through the Presbytery office after the pastor's departure from the church.
- A statement of the specific amounts to be paid if a lump sum payment is to be made.
- Date and signature of all 3 parties: the session (on behalf of the congregation), the pastor and the COM.
- The statement is to be put in the presbytery minutes, the pastor's file in the Stated Clerks Office and the church's file. The pastor also receives one.
- COM strongly recommends that separation packages shall not exceed 3 months unless circumstances dictate otherwise and reasons for extensions are specifically delineated and approved by COM.
- COM strongly recommends that the separation package be paid on a monthly basis, especially if the separation to which the COM agrees exceeds the three month recommended amount.

A Sample Agreement For Termination And Separation

TERMS OF DISSOLUTION BETWEEN THE REV. (Name of Person) AND (Name of the Church),
(Address/Location of the Church)

We, the members of the _____ church Session agree to request dissolution of the pastoral relationship with the Rev. _____ pastor / staff for the following reasons and on the following terms:

.List reasons for the dissolution:

2. List the terms:

- A. Amount of salary continuation or severance to be paid
- B. Housing arrangements
- C. Vacation to be paid
- D. Pension\medical to be paid
- E. Repayment of loans/credit cards or any other special financial arrangements such as this will be paid in lump sum or over a period of time.
- F. Disposition of personal property (books, furniture, computers, files, etc.)
- G. Transfer of responsibilities for social media to others. If the pastor is directed not to participate in the church related social media accounts, it shall so be stipulated.

3. Specify the time and date of separation:

- A. The effective date that ministry duties will cease. _____ date
- B. The relationship will end on a date set by the congregation and approved by the presbytery on _____ date.
- C. Date set for congregational meeting _____.
- D. Date for COM action and completion of the separation agreement. _____

4. Other terms to be specified:

- A. Promise to seek remedies for grievances only in the Courts of the PC (USA).
- B. Specify here how or if the termination package will be affected by employment full or part time.
- C. Any other terms that may be required by the presbytery or by the state.

The Pastor agrees to follow the Presbytery Policy: Memorandum Of Understanding Statement of Ethics For Former Pastors, Adopted by the Presbytery of Denver May 22, 2007. Attach a signed copy to the contract.

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

Approved by the Session of _____ Church of _____

Moderator of Session Date Clerk of Session Date

Committee on Ministry Representative _____ Date _____

Signed by other members of Session: Date approved by congregation Date approved by COM Date approved/disapproved by Presbytery Copies to: The Minister, Executive Presbyter, Clerk of Session, Stated Clerk of Presbytery, Moderator of COM