

## **THE PRESBYTERY OF CHICAGO POLICY FOR DISSOLUTION OF PASTORAL RELATIONSHIPS**

### **BACKGROUND AND INTRODUCTION**

Ordinarily and ideally an installed pastoral relationship between the pastor/associate pastor and the congregation will be dissolved amicably and with a tone of celebration (and a measure of grief) as the pastor/associate pastor moves to a new field or to retirement. On occasion, however, the relationship is dissolved under less than ideal circumstances. For such occasions and due process, the Presbytery provides this policy to ensure some degree of care for both Pastor/Associate Pastor and Congregation. Toward that end, the following policy will be observed.

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

1. Every call in the PC (U.S.A.) 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 Commission on Ministry (COM) is empowered to act with the power of the Presbytery in this regard and report all such 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 the dissolution of a Pastor's relationship with a Congregation 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 vote on the dissolution of the call and any terms of the Severance Agreement.

### **REASONS FOR DISSOLUTION**

1. Resignation - Voluntary dissolution 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. Resigning clergy will be paid the cash equivalent of their unused earned vacation at the official date of dissolution. After giving notice of resignation, the Pastor should make arrangements to leave the position in a timely manner in consultation with the Commission on Ministry (COM).
2. Negotiated Dissolution – Either the Pastor or the Session may request that COM assist in negotiating a peaceful and appropriate end to a relationship which either the Pastor or the Session believe is no longer workable. This may be the result of funding limitations, changing ministry environment, poor 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 and the cash equivalent of unused earned vacation.
3. Medical Disability – In the event separation without cause is occasioned by the medical disability of the Pastor, the Congregation will continue full salary, housing and benefits for a period of three (3) months, whereupon the Board of Pension's disability coverage, if granted, commences.
  4. Dissolution for Cause – The pastoral relationship may be dissolved as a result of judicial action 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 minister terminated for cause.
  5. 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 commence. POC Staff can direct surviving dependents to further resources as needed.

### **SEVERANCE AGREEMENTS**

Sessions are required to contact COM for guidance and counsel prior to the negotiation of any severance agreement.

Following the policies of the Presbytery of Chicago, the Pastor and Session will negotiate an agreement. The process for approving the agreement will be in the following sequence, except when the Pastor is placed on administrative leave in accordance with the applicable Presbytery policy:

1. The Session and the Pastor consult with COM.
2. The Session, the Pastor and COM mutually agree upon a written severance agreement. (See Appendix B)
3. 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 to consider the dissolution of the 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 should not be amended by any party at the congregational meeting. (See Appendix C)

The agreement shall specify that if the 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.

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, the minister is to abstain from any pastoral duties and congregational or church-sponsored activities, and is to maintain accountability to the Commission on Ministry (COM) with regard to progress in a search process toward employment. The Minister shall not conduct worship services in the congregation or for members of the Congregation or their families he or she is departing as per the Presbytery's "Policy for Departure from a Congregation" and the "Covenant of Closure." A minister, who following a single warning conducts such, shall immediately forfeit all of his or her remaining financial payments under the severance agreement.
2. A Minister who makes inappropriate contacts with his or her former Congregation or violates the Chicago Presbytery's "Policy for Departure from a Congregation" and "Covenant of Closure" 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 Minister, the severance agreement will become null and void. Remaining financial payments under the severance agreement shall be forfeited.

## CHICAGO PRESBYTERY

### DISSOLUTION AGREEMENT

\_\_\_\_\_ Presbyterian Church gives thanks to God for the service of  
 Rev. \_\_\_\_\_ as Pastor.

Mutually the Pastor, the Session of \_\_\_\_\_ Presbyterian Church, and  
 Chicago Presbytery agree that the best concern of each now is served by the dissolution  
 of the pastoral relationship.

The Rev. \_\_\_\_\_ and \_\_\_\_\_ Presbyterian Church agree to  
 request that the Chicago 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: _____	_____
<b>TOTAL FINANCIAL PACKAGE:</b>	<b>\$ _____</b>

Pension dues will be paid on all severance payments

Severance payments will be made:

- \_\_\_\_\_ Through the congregation
- \_\_\_\_\_ Monthly through the Presbytery Office

**II. LOGISTICAL ARRANGEMENTS:**

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

**III. OTHER TERMS:**

- A. The Minister, 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 unpaid financial payments to the Minister shall cease at the date, before the end of financial payments under this agreement, if the Minister accepts another position for full-time employment or shall be adjusted if the Minister accepts a part-time position.

