

## **Policy for the Dissolution of a Call between Congregation and its Installed Pastor**

(\*updated and approved on May 10, 2018)

**Purpose:** Many emotions surface when the dissolution of a pastoral relationship unfolds. This policy is intended to provide a clear and calming framework during a dissolution process, to assure that the needs of both the congregation and the pastor are met in Christ-centered and constructive ways, and to protect all parties involved from civil litigation should there be potential disagreement.

### **Guidelines:**

- 1) All dissolution/separation agreements shall be compatible with the provisions of the *BOO* (\*see G-2.0901-G-2.0905)
- 2) When requested by the Session or the serving pastor, a Committee on Ministry representative and the Executive Presbyter and/or Stated Clerk will facilitate the negotiation of a dissolution agreement with designated representatives of the Session.
- 3) A dissolution agreement form shall be signed. A plan to cover the costs of an agreement must be included in this document.
- 4) A dissolution/separation agreement must be approved by both the congregation and Committee on Ministry of Flint River Presbytery before it can take effect.
- 5) Ordinarily a separation agreement will include:
  - a. The date upon which the dissolution/separation is to become effective;
  - b. The last date on which the minister will be expected to perform ministerial duties;
  - c. Continuation of effective salary;
  - d. Continuation of payment of dues to the Board of Pension;
  - e. Provision of loan repayment or shared equity arrangement (where applicable);
  - f. Use of the manse (where applicable) normally not to exceed two months;
  - g. Provision of use of the office, equipment, etc. not to exceed 30 days from the effective date of separation;
  - h. Terms and time limits on physical presence on church premises, not to exceed 30 days from the effective date of separation;
  - i. A statement that if the pastor finds a full-time call or comparable employment prior to the end of the term of the agreement, the church's financial obligations for the continuation of effective salary ends as of the date said full time call/employment begins. A part-time call or employment will result in appropriate prorated adjustments in financial payments;
  - j. The Committee on Ministry will approve the written agreement;
  - k. Details of the written agreement are to be made available to members of the congregation at the congregational meeting at which the dissolution/separation agreement is to be considered.

- 6) IF, at times, involved parties are unable to reach a mutually acceptable dissolution agreement through the counsel and mediation of Committee on Ministry, and if the Committee finds that the church's mission under the Word imperatively demands the dissolution of the pastoral relationship, then the Committee on Ministry shall recommend a dissolution agreement to the presbytery with terms of dissolution of its devising. These terms must be agreed upon by the congregation as well.

### Terms of Dissolution Agreement Between

The Reverend \_\_\_\_\_ & \_\_\_\_\_ Presbyterian Church  
(This document must be included in Session Minutes and sent to the presbytery for Committee on Ministry Records)

We, the members of the \_\_\_\_\_ Presbyterian Church, request Flint River Presbytery to dissolve the pastoral relationship between this church and the Reverend \_\_\_\_\_ on the following terms:

Reasons for Dissolution:

1) Terms:

- a. Continuation of salary and benefits (exclusive of mileage and professional expense reimbursement) for \_\_\_\_\_ months;
- b. Continuation of Board of Pensions dues for \_\_\_\_\_ months;
- c. Use of the manse (if applicable) inclusive of previously agreed upon utilities allowance;
- d. Use of the office and permission to be on church premises after the effective date of this dissolution for \_\_\_\_\_ days;

2) The date of the congregational meeting to approve this dissolution agreement was \_\_\_\_\_

3) The last date on which the Reverend \_\_\_\_\_ will be expected to perform ministerial duties will be \_\_\_\_\_;

4) Date of Committee on Ministry approval of this agreement \_\_\_\_\_;

5) Effective date of dissolution of pastoral relationship (last date on which Board of Pensions dues will be paid) is \_\_\_\_\_.

6) Other terms:

- a. It is understood that all benefits for the Reverend \_\_\_\_\_ will be discontinued at any time before \_\_\_\_\_, should he/she receive another call for full time employment and will be continued at a prorated amount in the event he/she receives a part-time call.

- Monthly Salary and benefits are understood as follows:

Cash Salary	\$ _____	Board of Pension Dues \$	_____
Housing Allowance	_____	403 (B) Savings Plan	_____
Or Equity Allowance	_____	Manse Utilities	_____
Soc. Sec./Medicare	_____	Other	_____

We, the undersigned, having negotiated this agreement in good faith, fully understand its terms and having been given ample opportunity to ask questions about its meaning, will be diligent in fulfilling it. We agree that both parties will refrain from disparaging the other in any way and that if this commitment is violated by either party, the terms of dissolution may be altered.

Signed by the designated representatives of the Session of \_\_\_\_\_ Presbyterian Church

and the Reverend \_\_\_\_\_ on \_\_\_\_\_:

\_\_\_\_\_  
Pastor's Signature

\_\_\_\_\_  
Designated Session Representative

\_\_\_\_\_  
Committee on Ministry Representative

\_\_\_\_\_  
Moderator of the congregational meeting

\_\_\_\_\_  
Clerk of the congregational meeting

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