

## **Policy for the Dissolution of Pastoral Relationships**

### **Commission on Ministry - Presbytery of Chicago**

*Approved by the Presbytery Assembly on December 11, 2007*

*Updated and Amended November 22, 2022*

*Updated and Amended June 6, 2023*

***“An installed pastoral relationship may be dissolved only by the presbytery”***

- Book of Order, G-2.0901

#### **Background and Introduction**

Ordinarily and ideally an installed pastoral relationship between a minister serving as a pastor or associate pastor and the congregation will be dissolved amicably and with a tone of celebration (and a measure of grief) as the minister moves to a new call to another church, or to other service opportunities, or into honorable retirement.

On occasion, however, the relationship is dissolved under less-than-ideal circumstances. For such occasions and due process, the Presbytery of Chicago provides this policy to ensure some degree of care for both the minister serving as pastor or associate pastor and the 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 relationship agreement between a presbytery, a minister, and a Congregation. All three parties are involved in every decision regarding the establishment of a pastoral relationship as well as the dissolution of a pastoral relationship.
2. When the Congregation and the minister as pastor / associate 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 actions to the Presbytery. 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 minister’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 (ordinarily through the COM) vote on the dissolution of the call and any terms of the Terms of Dissolution of Call / Severance Agreement.

### **Reasons for Dissolution of Installed Pastoral Relationship**

1. Voluntary Dissolution / Accepting a New Call / Resignation - Voluntary dissolution may take place after written / emailed notice to the Session, the vote of the Congregation, and the vote of the Presbytery (ordinarily by the COM and reported to the Presbytery Assembly), which acts to dissolve the pastoral relationship. Such ministers leaving service will be paid the cash equivalent of their unused earned vacation at the official date of dissolution. There is no cash equivalent for unused Continuing Education / Study Leave time. After giving notice of voluntary dissolution of call, the minister should make arrangements to leave the position in a timely manner in consultation with the Commission on Ministry (COM).
2. Negotiated Dissolution – Either the minister or the Session may request that COM assist in negotiating a peaceful and appropriate dissolution to a relationship which either the minister 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 installed pastoral relationship with the minister. 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 minister. Salary and benefit continuation (severance agreement) 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 minister, the Board of Pensions ordinarily provides financial support for temporary disability (new benefit starting in 2021) as well as full disability. The Session and the Commission on Ministry will negotiate with the minister and the Board of Pensions to determine appropriate disability coverage, to insure that full salary, housing, and benefits for a period of three (3) months, whereupon the full Disability Plan of the Board of Pensions, if granted, would commence.
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 terms of call (salary and benefits paid up to the date the relationship is dissolved and cash equivalent of unused earned vacation). The status of Pastor / Associate Pastor Emeritus shall not be granted to a minister terminated for cause. If any terms of dissolution of call or severance package are considered, the COM and Presbytery shall be consulted prior to any vote of the Congregation.
5. Death in Service – In the event of the death of a minister in a pastoral relationship with a Congregation, the salary and allowable benefits of that person will ordinarily 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.

### **Terms of Dissolution of Call / Severance Agreements**

Sessions and ministers 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 minister and Session will negotiate an agreement. The process for approving the agreement will be in the following sequence, except when the minister is placed on administrative leave in accordance with the applicable Presbytery policy:

1. The Session and the minister consult with COM.
2. The Session, the minister, and COM mutually agree upon a written terms of dissolution of call / severance agreement. (See below).
3. Copies of the written severance agreement are to be made available to members of the Congregation before and (if necessary) during the Congregational meeting to consider the dissolution of the call / 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 minister. Specific legal agreements between the minister, the Session, and the Presbytery may be kept confidential.
4. The Congregation shall take one vote on the action of the dissolution of the relationship, which included the terms of dissolution of call / written severance agreement. The severance terms shall not ordinarily be amended by any party at the Congregational meeting. If the Congregation does not approve the terms of the dissolution, negotiations must begin again between the minister, the Session, and the COM.
5. Payout of the financial terms of the dissolution of call / written severance agreement shall be paid out in regular installments, following the typical schedule for payment of salary. No lump sum payments shall be made.

The agreement shall specify that if the minister finds full-time employment before the severance agreement term concludes, the church's financial obligations shall end as of the date said full-time employment begins. Part-time employment of the minister 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 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 warning by the COM

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) and by Email a written warning by the COM. Upon continuing violations, and after written notice to the minister, the severance agreement will become null and void. Remaining financial payments under the severance agreement shall be forfeited.

(See below for a sample Terms of Dissolution of Call form / Severance Agreement)



## Presbytery of Chicago

### Sample Terms of Dissolution of Call (Severance) Agreement

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

Mutually, the minister, the Session of \_\_\_\_\_ Presbyterian  
Church, and the Presbytery of Chicago 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 the Presbytery of Chicago to dissolve the pastoral  
relationship that exists between them with the following terms of dissolution of call:

**Terms of Dissolution:**

**Financial Terms:**

Salary	_____
Housing	_____
Compensation for unused vacation	_____
Provision for repayment of any loans	_____
Other financial terms:	_____
_____	_____
_____	_____
<b>Total</b>	<b>\$ _____</b>

(Note: Dues to the Board of Pensions will be paid for all severance payments)

**Logistical Arrangements:**

Effective date pastoral duties will terminate	_____
Date Minister to return church property and vacate office	_____

**Other Terms:**

A. Rev. \_\_\_\_\_ 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 all parties,  
including \_\_\_\_\_ Presbyterian Church of \_\_\_\_\_,  
Illinois, and the Church Extension Board of the Presbytery of Chicago, in the  
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 parties agree to conform to and abide by the Chicago Presbytery’s “Policy for Departure From a Congregation” and the “Covenant of Closure” and understand that repeated violation of the covenant shall result in forfeiture of financial payments under this Separation Agreement, in accordance with the Chicago Presbytery’s “Policy for the Dissolution of Pastoral Relationships.”
- C. It is understood that this Severance Agreement is a final disposition of all matters between the minister and the releasees (congregation and presbytery). This Severance Agreement contains the entire agreement between the parties hereto and any representations made before or during negotiation are hereby merged in their entirety into this agreement. This agreement may not be modified.
- D. (Insert other provisions / terms – such as any loan forgiveness)
- E. (Insert other provisions / terms).

The undersigned parties have negotiated this agreement in good faith and have every intention of being faithful in fulfilling it and further agree to the releases contained herein, representing that they understand its contents and sign it as their own free act after a full review of the contents.

**Approved by:**

\_\_\_\_\_  
Minister                                      Date  
*(upon conclusion of negotiations)*

\_\_\_\_\_  
Clerk of Session                              Date  
*(upon approval of Session)*

\_\_\_\_\_  
Moderator or Clerk of                      Date  
Congregational Meeting  
*(upon approval of Congregation)*

\_\_\_\_\_  
Stated Clerk of Presbytery              Date  
(or his/her Designee)  
*(upon approval of COM)*

Copies of the final, signed document shall be sent to: Minister, Clerk of Session, POC Stated Clerk. A copy of the agreement shall be filed in the POC Office.