

# **Policies and Procedures for Dissolution of Pastoral Relationships for the Presbytery of Blackhawk**

*Approved by the Presbytery Assembly February 9, 2021*

## **BASIC PRINCIPLES**

1. These are the adopted policies and procedures of the Presbytery of Blackhawk. As such, they will be followed in all cases of the dissolution of the relationship between a pastor and congregation.
2. All conditions for separation are compatible with the *Book of Order*.
3. All congregations are encouraged to have an active Personnel Committee or its equivalent. The Commission on Ministry (COM) is a resource and stands ready to help.
4. All matters regarding separation or termination of a pastor shall be documented in writing by the Session with copies to COM. In addition, all costs (including benefits) need to be cited. The basic form to be used for this is included at the end of these policies.
5. The separation process shall be considered incomplete until the **Congregation** and the **Presbytery** vote on the dissolution of the call and any severance terms.
6. All separation agreements shall be preceded by an appropriate process of **review, evaluation, and conflict resolution**. The process of review can be initiated by writing to the Moderator of the COM or the General Presbyter/Stated Clerk of the Presbytery by either the Minister or the Session.
7. Once the Presbytery has taken its action no further negotiations, changes in the agreement, or alterations may be made without the vote of the Presbytery. The Presbytery will be responsible for monitoring the completion of the agreements made.

## **PARAMETERS FOR SEPARATION**

Separations are either voluntary or non-voluntary (forced).

## **RESIGNATION/REQUEST FOR DISSOLUTION**

Voluntary separation may take place after written notice to the Session, the vote of the congregation, and if both agree with concurrence of the COM area and then reported to Presbytery. Resigning clergy will be paid the cash equivalent of their unused earned annual vacation at the official date of separation. After giving notice of resignation, the pastor shall make arrangements to leave the position as soon as possible. As a general rule, the pastor needs to leave the situation within 30-60 days. An exception to this may occur in cases of retirement which shall be negotiated with the COM. If the Pastor is leaving a position and not moving to another call or position, continuation of salary and benefits may be negotiated with the Session and the COM. In no cases shall salary and any benefits continue beyond six months following the date of dissolution.

## **REDUCTION IN WORK FORCE**

Separation because of 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 the COM from the Session after consultation with the Pastor. Six months' notice or pay in lieu of notice will be

given. The Pastor will also be paid the cash equivalent or any unused earned annual leave. In such cases the Session and the COM in consultation with the Pastor need to be sensitive to issues of placement, housing and the physical needs of the minister and family. This may call for other items to be included in the settlement.

### **SEPARATION FOR CAUSE**

Separation for cause shall include, but is not limited to:

- Unsatisfactory performance
- Abuse or misconduct
- Neglect in the care and use of church property or funds
- Conduct inconsistent with scripture, Presbytery standards or ordination vows

If a local session or pastor needs assistance in developing and implementing a process for evaluation and review, the COM can be contacted. The COM is available for consultation and counsel in conflict situations. **Only after reasonable attempts at resolution in good faith have failed shall termination negotiations begin.**

After consultation with the Pastor and the COM, the Session shall put in writing the reason for separation, the financial situation and overall health of the congregation, and note the specific circumstances of the Pastor. The COM, the Session and the pastor can then negotiate the specifics of the separation agreement. The salary and benefit continuation may be negotiated and the cash equivalent of all unused earned annual vacation is figured as of the date of separation. Study or sabbatical leave is not granted as part of a severance agreement.

Items that are negotiable in the terms for dissolution are:

- Length of time for continuation of salary and benefits – no longer than six months.
- Amount of salary.
- Reimbursables such as auto/mileage will not be continued
- Date of vacation of manse (if one is provided).

There may be situations other than those listed above which do not call for lengthy terms for dissolution. In such cases as little as one month of vacation time may be granted.

### **PROCESS FOR MEDIATION AND/OR TERMINATION/DISSOLUTION**

- a) The Session or Pastor communicates to the COM the need for assistance in resolving a conflict or dissatisfaction or evaluating an unsatisfactory performance review.
- b) The 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 Presbytery's policies.
- c) If resolution cannot be reached shall then the Session, Pastor and representatives of the COM negotiate, approves and sign the written severance agreement that has been negotiated.
- d) The COM approve the written severance agreement.
- e) 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 at which the dissolution of the call and the written severance is to be considered.
- f) The congregation votes on the dissolution of the call and the written severance agreement.

This meeting of the congregation is to be moderated by a member of the Presbytery appointed by the COM. The dissolution and severance are not separable.

- g) The agreement is not effective until the COM Area members approve the agreement in behalf of the Presbytery.

The severance/termination agreement shall contain at least the following items:

1. Identification of the parties – Name of Pastor, Church and Presbytery.
2. The specific reason(s) for separation/termination.
3. All financial agreements, including but not limited to:
  - Salary continuation
  - Benefits continuation
  - Loan repayment or shared equity agreement (where applicable)
  - Manse use (where applicable) – normally not to exceed length of salary continuation or maximum of two months, whichever is shorter.
  - Compensation for unused earned annual leave/vacation, provision for use of office, equipment, etc. – not to exceed 30 days after date of termination.
  - Terms and time limits on physical presence – not to exceed 30 days after date of termination.
4. The agreement shall specify what the church's financial obligations will be if the pastor finds full or part time employment prior to the end of the term of the agreement.
5. A clause that releases each party from legal action unless the agreement is not fulfilled.
6. Should circumstances warrant it the church will make severance payments to the Presbytery at least seven days prior to the respective due dates for the payments to the former pastor. The Presbytery will make the respective payments to the former pastor after receipt of payments from the church. Any financial commitments the former pastor has to the church will be handled in the same manner. This is to prevent unnecessary contact between the former pastor and the church.
7. A statement of the specific amounts to be paid if a lump sum payment is desired by either or both parties.
8. Date and signature of all the parties – the Session/congregation, the Pastor, and the Presbytery.

The statement will be in the Minutes of the Presbytery, the Pastor's file, and the church's file.

### **EFFECTIVE DATE OF POLICIES**

Upon a vote of approval by the Presbytery of Blackhawk of these Policies and Procedures, the Policies go into effect and supersede any previous policies or actions of the Presbytery. No other Policies or Procedures or actions shall serve as precedents for termination or dissolution agreements.